AGREEMENT

BETWEEN

THE VILLAGE OF RIVER FOREST, ILLINOIS

AND

LOCAL 2391 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC

(FIREFIGHTER BARGAINING UNIT)

MAY 1, 2019 THROUGH APRIL 30, 2024

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AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST, IL & LOCAL 2391 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC MAY 1, 2016 THROUGH APRIL 30, 2019

ARTICLE I

PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF RIVER FOREST, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and LOCAL 2391 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the "Union"), has as its basic purpose the promotion of harmonious and mutually beneficial working and economic relations between the Employer and the Union; the establishment of equitable and peaceful procedures for the resolution of any misunderstandings or differences which may arise as provided herein; and to set forth herein the basic and full agreement between the parties concerning rates of wages, and other mutually agreed conditions of employment applicable to members of the bargaining unit.

ARTICLE II

RECOGNITION

Section 2.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time firefighters including but not limited to all those certified as EMT-B or EMT-P (hereinafter referred to as "employees"), pursuant to a historical determination establishing that a majority of the firefighters in the Employer's Fire Department have duly designated the Union as their exclusive collective bargaining representative. Excluded is the Fire Chief, Deputy Fire Chief and all Lieutenants; all part-time employees, including all auxiliary, reserve, volunteer or paid-on-call firefighters; all employees excluded from the definition of "firefighter" as defined in subsection 315/3(g-1) of the Illinois Public Labor Relations Act; all civilian employees; all non-Fire Department employees; and all managerial, supervisory, confidential, professional, and short-term employees, as defined by the Illinois Public Labor Relations Act.

Section 2.2. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

Section 2.3. Union Officers. For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary, and Treasurer.

ARTICLE III

UNION SECURITY AND RIGHTS

Section 3.1. Maintenance of Membership. Employees are free to join or not join the Union, as they see fit.

Section 3.2. Payroll Deduction of Union Dues.

A. While this Agreement is in effect, the Village will deduct from each employee's paycheck the bi-monthly portion of the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a voluntary checkoff authorization letter. The Village will honor all executed check off authorization letters received no later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization letter and this Article, the terms of this Article and Agreement control.

B. Total deductions collected for each bi-monthly pay period shall be remitted by the Village to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

C. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration of this Agreement. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Village receives a timely notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of the No Strike-No Lockout Article of this Agreement.

D. The actual dues amount to be deducted shall be certified to the Village by the Treasurer of the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Village forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.3. Union Indemnification. The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims,

demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the Village prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: 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 utilize and select suppliers and subcontractors (provided that the Village shall not subcontract any work currently performed by bargaining unit personnel); to supervise and direct the working forces; to establish the qualifications for hire, the number and classification of positions, and to select, hire, evaluate, promote and transfer employees within the Fire Department; to schedule and assign work (provided, however, that the Village will not assign or add duties not reasonably related to fire protection, fire prevention, fire education, fire rescue, fire suppression, emergency medical services and training for the foregoing, the normal maintenance of equipment and customary house duties, as well as other duties previously performed, except that such limitations on assignments shall not apply during emergency conditions or situations which threaten citizens' lives or property [e.g., floods]); to establish and enforce reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the means, methods, organization and locations of operations; to make, alter and enforce reasonable rules, regulations, orders and policies; to discipline, suspend and discharge employees for just cause (probationary employees without cause) and to maintain discipline, order and efficiency; to change or eliminate existing methods, materials, equipment or facilities; to layoff or otherwise relieve employees from duty because of lack of work or for other legitimate reasons; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and shall not be used for the purpose of discrimination against any employee for membership in the Union.

Notwithstanding, any other provision of this Agreement, the Village may take all actions necessary to comply with the Americans With Disabilities Act.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. Nothing in this Agreement shall be construed as a guarantee of hours of work per shift or per week.

Section 5.2. Normal Work Period and Workday. Employees shall be assigned to regular platoon duty shifts. The regular hours of duty shall be 24 consecutive hours on duty (one shift), starting at 7:45 a.m. and ending the following 7:45 a.m., followed by 48 consecutive hours off duty (two shifts). Annual average weekly hours shall normally not exceed 50.92 hours per week.

Section 5.3. Changes in Normal Work Shifts and Workday. The shifts to which employees are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of legitimate operational needs of the Department to change any employee(s) work schedule, the Village will give at least thirty (30) calendar days' notice of such change to the individual(s) affected by such change, provided that the Village will not exercise its authority under this Section to change the basic 24-hour shift schedule for around-the-clock emergency response personnel. Less than thirty (30) days' notice will be allowed in emergency circumstances or by agreement of the employee(s) involved. The Village reserves the right to transfer employees from one shift to another for an indefinite term; volunteers will normally be solicited but need not be selected for shift transfer. It is also understood that the Village may exercise its authority under this Section to temporarily assign individuals to different workdays, shifts, or work periods due to temporary operating needs, such as training, special assignments, or due to extraordinary emergency circumstances such as natural disaster.

Should the Village desire to establish any regular eight (8) hour shift assignments for one or more bargaining unit employees during the term of this Agreement, the Union agrees that it will, upon written request from the Village, negotiate over that issue, and the parties agree to utilize the applicable impasse resolution procedures of the Illinois Public Labor Relations Act (Section 14) in the event of a bargaining impasse.

Section 5.4. Overtime Pay. Employees assigned to 24-hour shifts shall be compensated at time and one-half the employee's regular straight-time hourly rate of pay for scheduled hours worked in excess of 144 hours in the employee's normal 19-day FLSA work period. Such overtime pay shall be received in fifteen (15) minute segments, utilizing FLSA rounding rules. For purposes of this Section, time worked shall not include any uncompensated periods or time which is compensated under the leaves of absence portion of this Agreement, including but not limited to sick leave, vacation, and Kelly days. All overtime shall be paid on the basis of a regular straight-time hourly rate calculating by dividing an employee's annual salary by 2648 hours.

Section 5.5. Hire or Call Back. When an employee, at the request of the Village, works a partial or full shift which he has not been scheduled to work, or when he is called back for emergency work, he shall be compensated at time and one-half (1-1/2) his regular rate of pay for all hours worked outside his normal shift, with a three (3) hour minimum unless the time extends to his regular shift.

Section 5.6. Hold Over or Shift Work Retention. When an employee is requested by the Village to work additional unscheduled hours either immediately preceding or immediately after his regular work shift without interruption, he shall be compensated at time and one-half (1-1/2) his regular rate of pay for all hours worked outside his normal shift, with such compensation to be paid in fifteen (15) minute increments.

Section 5.7. Required Overtime. The Fire Chief or his designee(s) shall have the right to require unscheduled holdover or call back work and subject to the terms of this Section, employees may not refuse overtime assignments. In non-emergency situations, the Chief or his designee shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work; if volunteers are not forthcoming in such situations, the overtime will be assigned to the employee next in line for a mandatory overtime assignment according to the Department's existing rotational overtime assignment system. However, volunteers will not necessarily be selected or sought for work in progress. Also, specific employees may be selected for special assignments based on specific skills, ability and experience they may possess. If an employee demonstrates that he has not received his share of overtime opportunities, he shall be offered sufficient future hire-back opportunities until the imbalance is corrected.

Section 5.8. Employee Shift Substitution. In accordance with the Fair Labor Standards Act, an employee for his own convenience, may voluntarily have another bargaining unit employee in the same position substitute for him by performing work for all or part of the employee's work shift, provided the substitution request: (1) is made at least one (1) duty day in advance; (2) does not interfere with the normal operation of the Fire Department (as determined by the Fire Chief); and (3) is subject to approval by the Fire Chief or his designee. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works all or part of another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift.

Section 5.9. Kelly Days. The Fire Department shall grant 24-hour shift employees eleven (11) Kelly Days (eleven 24-hour work shifts) off each fiscal year, to be scheduled by the Fire Chief, consistent with past practice since May 1, 1993.

Section 5.10. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, or the inequitable application of any rule or regulation concerning routine employee conduct or duties.

After receipt of any disciplinary notice, the employee and the Union shall have twenty-one (21) days to elect whether to proceed before the Board of Fire and Police Commissioners or grievance arbitration process. The parties agree that grievance arbitration and any hearing process before the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under grievance arbitration for any action heard before the Board of Fire and Police Commissioners. Furthermore, the parties agree that the pursuit of grievance arbitration under this Agreement shall act as a specific waiver by the Union and the involved covered members of the right to challenge the same before the Board of Fire and Police Commissioners.

Section 6.2. Procedure. A grievance, as defined and timely filed, shall be processed in the following manner:

Step 1: Any employee or Union Officer acting on behalf of the Union or an employee having a grievance shall submit the grievance in writing to the Deputy Chief specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Deputy Chief shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee or Union Officer in writing to the Fire Chief or his designee within ten (10) calendar days after receipt of the Village's answer in Step 1. The Fire Chief or his designee shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 3: If the grievance is not settled at Step 2 and the employee or the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee or Union Officer in writing to the Village Administrator or his designee within ten (10) calendar days after receipt of the

Village's answer in Step 2. The Village Administrator or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance in a meeting within ten (10) calendar days with the grievant, a Union Officer, and a non-employee representative of the Union. If no settlement of the grievance is reached, the Village Administrator or his designee shall provide a written answer to the Union President or his designee, within ten (10) calendar days following the meeting. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the parties.

Section 6.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration by written notice to the Village Administrator, as described below, within fifteen (15) calendar days of when the Village's written answer to the Union at Step 3 is due:

(a) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

(b) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

(c) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

(d) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.

(e) The parties by mutual agreement may utilize expedited arbitration procedures.

(f) The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is requested by the arbitrator or mutually agreed to by the parties) shall

be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and make a decision with respect to the specific issue or issues of contract violation, misinterpretation or misapplication appealed to arbitration. The arbitrator shall be empowered to fashion a statement of the issue raised by the grievance if the parties fail to agree on a written stipulation of the issue at the arbitration hearing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the Village, Union and the employees covered by this Agreement.

Section 6.5. Employee Right to Self Representation. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union Officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

Section 6.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. As used in this Article VI, the term "business days" shall mean Monday through Friday, excluding holidays observed by the Fire Department management staff.

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

Section 6.7. Processing of Grievances. The names of Union Officers and other authorized Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union.

The parties shall endeavor to schedule grievance meetings specified in this Article at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the Village during work hours, the grievant and/or Union Officer shall be

released from duty to attend the meeting without any loss of pay, provided they shall remain available for emergency response.

Release time shall not be granted without prior approval of the Fire Chief or his designee to employees for the investigation of, preparation for, or processing of any grievance, provided that such approval will ordinarily be granted where the employees involved (1) have completed assigned duties, (2) will remain at their assigned stations ready and available to respond to calls for service and (3) will conduct such activities after 1700 hours (5:00 p.m.).

ARTICLE VII

NO STRIKE-NO LOCKOUT

Section 7.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule" situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work.

Section 7.2. No Lockout. No lockout of employees shall be initiated by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays for Employees Assigned to 24-Hour Shifts. The following twelve (12) days are holidays with pay computed at the rate of pay attached to the rank of Firefighter, and computed on an 8-hour day, 40-hour week basis:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Easter	Veterans' Day
Memorial Day	Thanksgiving
Flag Day	Christmas Day

Holidays are to be paid twice annually, as follows: 6 Holidays on November 15 and 6 Holidays on April 15.

Section 8.2. Eligibility Requirements. Employees shall work all holidays when scheduled as part of their normal departmental work schedule. To be eligible for holiday pay, an

employee must work the scheduled workday before and after the holiday (except when off on an authorized paid leave) in addition to the holiday when scheduled as part of his normal departmental work schedule. Employees on unpaid leave of absence on the day before or after a holiday shall not be eligible for holiday pay.

Section 8.3. Personal Day. Beginning with Fiscal Year 2008-09, employees will receive one (1) personal day per fiscal year, to be selected after vacations, Kelly Days and Safety Incentive Days are selected. Employees must use their personal day before the end of each fiscal year or it will be forfeited without compensation; a personal day cannot be "cashed in" for pay nor can it be carried over to the next fiscal year.

ARTICLE IX

SENIORITY, LAYOFF AND RECALL

Section 9.1. Definition of Seniority. Seniority is an employee's continuous length of service as established by his original date of hire. Seniority of rank is the continuous length of service in a rank from the effective date of appointment to that rank. Seniority shall accumulate during all authorized leaves of absence. Seniority shall not accumulate during unauthorized absences. Conflicts of seniority shall be determined on the basis of numerical position on the original hiring and appointing lists.

Section 9.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work. The Village may extend such an employee's probationary period for cause for a maximum of an additional six (6) months provided the Village (1) gives the employee and the Union notice of its intention and the reasons therefore at least fifteen (15) calendar days prior to the employee's twelve month anniversary date, and (2) offers to hold a meeting with employee, Union representatives, Fire Chief and other Village representatives to discuss the reasons for the extension of the probationary period, if such a meeting is requested by either the employee or the Union. Upon request of the employee or Union, the Village shall promptly convene a meeting, and the employee and the Union shall be afforded the opportunity to present evidence relating to the validity of the reasons or mitigating circumstances. The V illage shall then review such evidence and issue its final decision. The Employer's decision with respect to extending an employee's probationary period for an additional six (6) months shall be final and may not be appealed to the grievance procedure or to the Board of Fire and Police Commissioners. Time absent from duty (other than vacations, Kelly Days and up to five (5) sick days) that does not count for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended or 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 Fire and Police Commissioners to contest such a suspension or termination.

Section 9.3. Seniority List. On or about December 1 of each year, the Village will provide the Union with a seniority list of all employees in the bargaining unit setting forth each

employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 9.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service, with the least senior employee laid off first.

Section 9.5. Recall. Employees who are laid off shall be placed on a recall list for forty-eight (48) months. The Village agrees that no new employees (the Chief excluded) will be hired to perform emergency services of the Fire Department until all laid off employees have been offered recall as provided in this Section. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall (with the first of the twenty-one (21) days being the date the certified mail return receipt is dated and signed by the employee being recalled). The notice of recall shall be sent to the employee by certified mail with a return receipt of addressee and a copy similarly mailed or personally delivered to the Union President. The employee must notify the Fire Chief or his designee of his intention to return to work within fourteen (14) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to be signed by the addressee, to the mailing address last provided by the employee, it being the obligation and responsibility of each laid off employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list. If the Village has not heard from the employee within twenty-one (21) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 9.6. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

(a) quits;
(b) is discharged;
(c) retires;
(d) falsifies the reason for a leave of absence;
(e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
(f) is laid off and fails to respond timely to a notice of recall as provided in Section 9.5 of this Agreement;
(g) is absent for more than one (1) full 24-hour duty shift without notification to or authorization from the Village; or
(h) is laid off for forty-eight (48) months.

ARTICLE X

VACATIONS

Section 10.1. Eligibility and Allowances. Every employee shall be entitled to paid vacation time after the completion of one (1) year of service with the Employer in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned monthly. Employees assigned to 24-hour shifts shall be awarded vacation time in accordance with the following schedule:

Length of Completed Continuous Service	Number of 24-Hour Shifts Per Year
After completion of one (1) year	5 shifts
After completion of five (5) years	6 shifts
After completion of seven (7) years	7 shifts
After completion of nine (9) years	8 shifts
After completion of eleven (11) years	10 shifts
After completion of eighteen (18) years	12 shifts

Employees assigned to 24-hour shifts shall earn vacation allowances for any month in which they receive more than one hundred twenty (120) hours of compensation. For purposes of this section only, Kelly Days shall be excluded from compensated hours.

Section 10.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation.

Section 10.3. Scheduling and Accrual. Bargaining unit employees shall be granted vacation time off with pay by the Village in accordance with Village service needs and, to the extent permitted by this Section, the employee's desires. On or before January 1, the Fire Chief or his designee shall post a schedule of days available for vacation during the upcoming fiscal year. The Village may limit the number of bargaining unit employees that can be off at any one time, provided that at least one (1) employee is allowed off on a vacation or Kelly Day on any given day. The employees on each shift shall then select their vacation preferences in the order of their seniority within the shift, with the most senior employee having first choice, the next most senior having second choice, and so on. Employees can schedule only one set of consecutive vacation days on the first pick. An employee who has not scheduled all his vacation on the first pick can schedule his remaining vacation days on the second pick (also by seniority within the shift); once again, an employee can schedule only one set of consecutive vacation days on the second pick. There shall be as many vacation picks in seniority order as needed for all employees to schedule all of their allotted vacation time. An employee who does not make his pick within two (2) consecutive duty shifts shall be skipped over on that pick, provided that an employee shall not be skipped if he is on a scheduled vacation. The vacation periods

requested pursuant to this procedure shall be submitted to the Fire Chief or his designee for approval by April 1 of each year. The Fire Chief or his designee shall review the requests and post a vacation schedule on or before May 1. After the vacation schedule has been established, employees can trade vacation days only with approval of the Fire Chief or his designee.

Vacation allowances are earned on an anniversary year basis. Vacations to be scheduled and taken during a given fiscal year are vacation allowances earned during the anniversary year ending in that fiscal year (for example, an employee hired on August 1 will schedule vacation days for fiscal year 1988-89 that he earns from August 1, 1987 to August 1, 1988). In the event an employee completes an anniversary year that entitles him to additional vacation days, such additional days cannot be scheduled until after his anniversary date. In the event an employee's seniority is terminated for any reason after he has taken vacation time that was not fully earned, the Village may deduct any vacation benefits that were used but unearned from any final compensation due to the employee. All vacation days must be taken by the end of the fiscal year in which they are to be scheduled or they will be lost, unless the Fire Chief and Village Administrator approves an exception to this rule in writing, provided, however, that if an employee was unable to take a scheduled vacation due to retirement or a worker's compensation leave of such a duration that the employee's vacation cannot be rescheduled during the fiscal year, the employee shall be paid in cash for such unused vacation days on or about the last day of the fiscal year in the case of retirement, and will be allowed to carry over such unused vacation days to the following fiscal year in the case of a worker's compensation leave.

ARTICLE XI

SICK LEAVE

Section 11.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick.

Section 11.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this Article. An employee who becomes injured or ill as a result of performing compensated service outside of his employment with the Village will turn over to the Village any Workers Compensation award, sick pay or other injury or illness benefits received from such other employer and the employee will use his best efforts to collect such benefits as a condition of using sick leave for such an injury or illness. The benefit amount turned over to the Village shall not exceed the value of the Village's sick leave benefit and the utilization of the employee's accumulated sick leave benefit amount shall be credited by the sick leave which is equivalent to the workers compensation or other benefit turned over to the Village.

Section 11.3. Days Earned in Accumulation. Employees shall be allowed twelve (12) hours of sick leave for each month of service. Sick leave shall be earned by 24-hour shift

employees for any month in which the employee receives more than one hundred twenty (120) hours of compensation. For purposes of this section only, Kelly Days shall be excluded from compensated hours.

Section 11.4. Notification. Notification of absence due to sickness shall be given to an individual designated by the Fire Chief (normally the Shift Supervisor on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline.

Section 11.5. Sick Leave Use. Employees shall not abuse the use of sick leave. As a general rule, the Fire Chief may require employees who have more than four (4) sick day occurrences in a fiscal year (not counting use of sick leave for illness or injury in the immediate family) to submit a doctor's verification of illness and fitness to return to duty (which can be in one doctor's statement) for subsequent uses of sick leave in that fiscal year. When an employee is off sick on consecutive multiple day absences, the absences shall be treated as only one occurrence of sick leave for the purpose of counting four (4) occurrences. Additionally, the employee shall be required to submit a doctor's slip for any sick leave absence of two (2) or more consecutive duty shifts. Each fiscal year will start off with a clean slate for purposes of this general rule.

Exceptions to this general rule will be made under appropriate circumstances. For example, an exception may be made where four (4) or more sick leave occurrence are all related to one (1) or more known on-going illness or injury condition(s) about which the Fire Chief already has adequate medical information that proper care is being given.

Any requirement that an employee submit a doctor's verification of illness (other than for a sick leave absence of two or more consecutive duty shifts, where a doctor's slip is automatically required), will be initiated by a memo from the Fire Chief to the employee, with a copy to the Union President, and the Fire Chief will discuss any questions about the rationale for his decision with the employee and/or Union President at that time, including a review of the employee's sick leave record that led to the Fire Chief's decision.

In addition to the above general rule, there may be circumstances where the Fire Chief concludes that an employee may be abusing sick leave, even prior to an employee having four (4) sick leave occurrences in the course of a given fiscal year. An example would be where the Fire Chief obtains credible information from an identifiable source that the employee is engaging in activity inconsistent with a claim of sickness. Where this is the case, the Fire Chief will initiate a requirement that future sick leave occurrences be documented with a doctor's slip by a memo from the Fire Chief to the employee, with a copy to the Union President, and the Fire Chief will discuss any questions about the rationale for his decision with the employee and/or Union President at that time, including a review of the employee's sick leave record and/or other information that led to the Fire Chief's decision.

Section 11.6. Sick Leave Utilization. Sick leave shall be used in hourly increments. Sick leave may be utilized only for the purposes specified in Section 11.2. In addition, an employee shall be eligible to utilize up to forty-eight (48) hours per fiscal year of their accrued sick leave for illness or injury in the employee's immediate family. Immediate family for this purpose is defined as spouse, children and parents of the employee. If the Chief reasonably suspects abuse of sick leave for family sickness or injury, the employee may be required to provide reasonable justification for such use. The extension of the use of sick leave for immediate family illness or injury shall commence September 1, 2007, and the hours available for the balance of fiscal year 2007-08 shall be pro-rated (32 hours shall be available for this use for the balance of fiscal year 2007-08). Sick leave shall accrue to a maximum of 2880 hours (the equivalent of 120, 24 hour shift days) of sick leave. Sick leave cannot be taken before it is actually earned, except as provided in the following Section 11.7.

An employee whose employment is terminated for any reason other than retirement forfeits all accrued sick leave. An employee who was hired before May 1, 2013, and who retires with a duty disability or after completing twenty (20) years or more of service in the bargaining unit, who has more than sixty (60) twenty-four (24) hour days in his sick leave bank as of his last day of work shall be paid for any accrued but unused sick days over sixty (60) at his hourly rate of pay in effect on his last day of work, not to exceed thirty (30) twenty-four (24) hour days. Payment shall be made directly into the employee's VEBA account within thirty (30) calendar days of when the employee starts drawing his pension. Payment of the sick leave days on retirement as provided for in this section shall completely extinguish the employee's sick leave.

Section 11.7. Benefit Extension. An employee hired prior to October 1, 1988 and who becomes sick or injured due to non-duty related causes shall be carried on the payroll for up to one (1) year (as in the case of duty related sickness or injury), even if their accumulated sick leave bank is exhausted before the end of such one (1) year period. A condition of receiving such benefit shall be that the employee, if the circumstances are such that he would be entitled to a disability pension, must apply for such pension as soon as possible, and must sign over to the Village any such disability pension benefits received for the one-year period. At the end of this one year period, the Village Board shall vote to continue or terminate this sick pay at their discretion based on the circumstances, and such decision shall not be subject to challenge or review in any forum. Employees hired after October 1, 1988 shall be ineligible for any of the benefits provided for in this Section 11.7.

Section 11.8. Sick Leave Availability. On or before May 10, the Fire Chief or his designee shall distribute to each employee sick leave usage from the previous fiscal year and the bank of days available for sick leave during the fiscal year which commenced May 1. Each employee shall have until June 10 to dispute his/her available sick leave total for that year. Employees on leave at any time during the period May 10-June 10 shall, upon their return, have additional days equal to the amount of days away during the May 10-June 10 period.

Section 11.9. Family and Medical Leave Act. In accordance with the Family and Medical Leave Act of 1993, eligible employees may be eligible for up to twelve (12) weeks unpaid leave in the event of the birth, adoption or foster care of a child, or a serious health

condition of an employee or immediate family member. Eligibility, use and administration of said leave will be subject to the official Village-wide policy provided that the provisions of the policy concerning substitution of paid leave shall not apply to duty-related illness or injury.

Section 11.10. Sick Leave Incentive: Employees hired before May 1, 2013 shall sell back thirty (30) hours of sick time at the conclusion of each Fiscal Year, and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate, and these employees shall also participate in an annual sick leave incentive program as follows:

- Employees in their 6th through 10th years of service shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:

  - 0 sick hours used during the fiscal year: 20 hours of sick time.
  - More than 0 and up to and including 24 sick hours used during the fiscal year: 10 hours of sick time.
  - Over 24 sick hours used during the fiscal year: 0 hours of sick time.

- Employees in their 11th year of service or greater shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:

  - 0 sick hours used during the fiscal year: 30 hours of sick time.
  - More than 0 and up to and including 24 sick hours used during the fiscal year: 20 hours of sick time.
  - More than 24 and up to and including 48 sick hours used during the fiscal year: 10 hours of sick time.
  - Over 48 sick hours used during the fiscal year: 0 hours of sick time

For employees hired after May 1, 2013, the Village shall contribute to each employee's VEBA based on the following sick leave incentive program:

- Employees in their 3rd through 5th years of service shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:

  - 0 sick hours used during the fiscal year: 10 hours of sick time.

- Employees in their 6th through 10th years of service shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each

employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:

- 0 sick hours used during the fiscal year: 20 hours of sick time.
- More than 0 and up to and including 24 sick hours used during the fiscal year: 10 hours of sick time.
- More than 24 sick hours used during the fiscal year: 0 hours of sick time.

- Employees in their 11th year of service shall sell back sick time at the conclusion of each Fiscal Year and the Village shall contribute to each employee's VEBA the value of the same at each employee's straight time hourly rate according to the following schedule:

  - 0 sick hours used during the fiscal year: 30 hours of sick time
  - More than 0 and up to and including 24 sick hours used during the fiscal year: 20 hours of sick time
  - More than 24 and up to and including 48 sick hours used during the fiscal year: 10 hours of sick time
  - More than 48 sick hours used during the fiscal year: 0 hours of sick time

Sick leave sold back to the Village will be deposited into each employee's VEBA account by or before July 1 unless otherwise prohibited by section 11.8 of the contract.

All sick leave hours and sick leave incentive hours for which the Village makes a contribution to the employee's VEBA shall be deducted from the employee's bank of sick leave hours.

ARTICLE XII

WAGES

Section 12.1. Wage Schedule. Base wages to take effect on May 1, 2019, May 1, 2020, May 1, 2021, May 1, 2022 and May 1, 2023 are set forth below. It is agreed that employees cannot advance to the top step of the applicable wage schedule until they have been certified as Firefighter III or successful completion of the Advanced Technician Firefighter course. Pay increases will be retroactive to May 1, 2019 for all compensated hours for all employees on the payroll any time on or after May 1, 2019. Such retroactive pay will be issued with the first payroll check that occurs ten (10) calendar days after the execution of this Agreement.

Wage Schedule for Employees Hired Prior to May 1, 2013:

	Description	Effective May 1, 2019	Effective May 1, 2020	Effective May 1, 2021	Effective May 1, 2022	Effective May 1, 2023
Step 1	Less than 1 year	$60,526.89	$61,888.74	$63,590.68	$65,339.43	$66,972.91
Step 2	After 1 year	$70,614.87	$72,203.71	$74,189.31	$76,229.52	$78,135.25
Step 3	After 2 years	$75,841.89	$77,548.34	$79,680.91	$81,872.14	$83,918.94
Step 4	After 3 years	$84,948.28	$86,859.61	$89,248.25	$91,702.58	$93,995.14
Step 5	After 4 years	$97,376.77	$99,567.74	$102,305.86	$105,119.27	$107,747.25

Wage Schedule for Employees Hired on or after May 1, 2013:

	Description	Effective May 1, 2019	Effective May 1, 2020	Effective May 1, 2021	Effective May 1, 2022	Effective May 1, 2023
Step 1	Less than 1 year	$60,526.89	$61,888.74	$63,590.68	$65,339.43	$66,972.91
Step 2	After 1 year	$65,134.27	$66,599.79	$68,431.29	$70,313.15	$72,070.98
Step 3	After 2 years	$69,738.59	$71,307.71	$73,268.67	$75,283.56	$77,165.65
Step 4	After 3 years	$74,344.95	$76,017.71	$78,108.20	$80,256.18	$82,262.58
Step 5	After 4 years	$78,952.34	$80,728.77	$82,948.81	$85,229.90	$87,360.65
Step 6	After 5 years	$83,556.66	$85,436.68	$87,786.19	$90,200.31	$92,455.32
Step 7	After 6 years	$88,164.04	$90,147.73	$92,626.79	$95,174.03	$97,553.38
Step 8	After 7 years	$92,769.38	$94,856.69	$97,465.25	$100,145.54	$102,649.18
Step 9	After 8 years	$97,376.77	$99,567.74	$102,305.86	$105,119.27	$107,747.25

Section 12.2. Educational Incentive Pay. Remuneration as follows will be given annually to employees for all fire science and, effective May 1, 2014, for all nursing degree courses that have been approved by the Fire Chief provided that the Chief is provided by September 1 of the fiscal year in which such remuneration is requested (or has previously been provided) with satisfactory evidence that the certificate or degree has been awarded. Remuneration will be paid no later than September 15th of each year-

Certificate	$ 500
Associate Degree	$ 1,000
Bachelors Degree	$ 1,500
Masters Degree	$ 1,750

Remuneration as follows will be given annually for college-level curriculums in the field of education and business. Other non-fire related curriculums, which in the sole discretion of the Village, are believed to provide a demonstrable benefit to the Fire Department operations shall also be remunerated as listed below.

Associates Degree	$ 800
Bachelors Degree	$ 1,200

These stipends will be paid in the same manner as in the above paragraph for fire science related fire degrees. In the event that an employee retires with more than 20 years of creditable service, or due to a duty related disability, the employee shall be entitled to a pro-rated share of education incentives, at the time of separation.

When the Department sends any member to a school, seminar, class or other approved activity, his tuition will be paid for by the Village. In addition, any time shall be compensated for at a time and one-half (1½) rate. Meals, lodging and travel expenses will be paid for by the Village for training courses given out of town where overnight lodging is determined to be necessary by the Village. Reimbursement rates will be governed by the reimbursement schedule of the State of Illinois Division of Personnel Standards and Education.

Section 12.3. Specialist Pay. All employees hired after August 1, 1988 shall obtain certification as an EMT-B during their first year of employment and shall maintain such certification as a condition of continued employment.

To qualify for EMT-B certification the employee must attend a school recognized by the River Forest Fire Department and successfully pass the State of Illinois approved standard Emergency Medical Technician B Course and become certified by the State of Illinois as an EMT-B. Certification must be maintained by the individual to remain qualified.

The Village agrees that the training time required for employees to obtain re-certification as EMT- B's shall be scheduled and conducted during the employee's regular shift in accordance with current practice.

Unauthorized loss of EMT-B certification will result in termination. The parties intend the term "unauthorized loss of EMT-B certification" as used in this paragraph to include: (1) revocation of an employee's EMT-B license by the Illinois Department of Public Heath, following hearings, if requested by the employee, afforded by that agency as set forth in 210 ILCS 50/3.40; (2) revocation of an employee's right to practice with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently the Loyola University Medical Center EMS Program), following hearings, if requested by the employee, afforded by that emergency medical system, provided that decision is affirmed by the State Emergency Medical Service Disciplinary Review Board if the employee files an appeal to that Board as provided in 210 ILCS 50/3.45; or (3) failure to renew one's EMT-B license. Other instances of short-term loss of one EMT-B license; including temporary suspension due to failing a re-certification exam, suspension by the emergency medical system for one or more days for other reasons shall be subject to disciplinary action. Disciplinary action under this Section shall be subject to the discipline and discharge procedures set forth in Article XVI of this Agreement. For this purpose, pro-rata loss of an employee's EMT-B pay for the period of time the employee is suspended or otherwise unable to function as an EMT-B shall not constitute disciplinary action. Where temporary loss of EMT-B certification is for reasons specific to EMT-B training or duties and does not involve general misconduct that would lead to serious disciplinary action (suspension without pay or greater) or would otherwise impair the employee's ability to perform firefighter duties, the employee shall be assigned to firefighter duties during the period of such temporary suspension of his EMT-B certification.

The Village shall provide mechanic's pay and assistant mechanic's pay. They will handle vehicle maintenance, repair, and service of fire apparatus within the department. The Fire Chief shall appoint a firefighter to each of these positions. Compensation shall be $1,000.00 per year for the Mechanic and $1,000.00 per year for the Assistant Mechanic and shall not affect compensation paid under the monthly specialist categories.

Employees who become and remain certified in any of the following three (3) Hazardous Materials disciplines shall receive compensation of $150 per year (payable monthly) starting the first month after they become certified in: (1) Hazardous Materials Technician Incident Command, (2) Hazardous Materials Technician A, (3) Hazardous Materials Technician B. The Fire Chief at his sole discretion shall annually appoint no less than six (6) Hazardous Material Technicians who become and remain certified in all three (3) of the above-referenced Hazardous material disciplines. Such Hazardous Material Technicians shall receive compensation of $600 per year (payable monthly) in lieu of the individual compensation of $150 per discipline. The

number of appointed Hazardous Materials Technicians shall be less than six (6) if fewer than six employees are certified in all three disciplines. Employees who are not appointed by the Chief as Hazardous Material Technicians shall receive individual certification pay of $150 per each of the individual disciplines (up to all three (3) of them) for which they are certified. To qualify for this pay, a firefighter must show proof of having the appropriate certification (by the State of Illinois, where applicable) and must maintain this certification while receiving this specialist pay. Those appointed, and receiving the $600 stipend, must meet current criteria and be in good standing with MABAS Division XI Hazardous Material team. Anyone not meeting criteria currently shall have nine (9) months to complete course work during which time the employee shall still be entitled to the $600 stipend. If the employee does not complete the course work in the nine (9) month period, he shall be entitled to the $150.00 stipend per discipline. Anyone currently meeting criteria will receive the appropriate specialist pay for their certification(s) retroactive to May 1, 2013.

The Village shall also provide specialist pay for the positions of EMS Coordinator and Assistant EMS Coordinator. The Fire Chief at his sole discretion shall appoint two firefighters to these positions. The extra compensation for these positions shall be $1,000.00 and $1,000.00 per year respectively. The annual compensation for each of these above specialist positions shall be paid monthly.

Effective May 1, 2007, employees who become and remain certified in any of the following four technical rescue disciplines shall receive compensation of $120 per year (payable monthly) starting the first month after they become certified: (1) vertical rope rescue, (2) trench rescue, (3) confined space rescue and (4) structural collapse rescue. Effective May 1, 2008, the Fire Chief at his sole discretion shall appoint no less than six (6) Technical Rescue Technicians who become and remain certified in all four of the above-referenced technical rescue disciplines. Such Technical Rescue Technicians shall receive compensation of $600 per year (payable monthly) in lieu of the individual compensation of $120 per discipline. The number of Technical Rescue Technicians shall be less than six (6) if fewer than six employees are certified in all four disciplines. Employees who are not designated by the Chief as Technical Rescue Technicians on or after May 1, 2008 shall continue to receive individual certification pay of $120 per year for each of the individual disciplines (up to all four (4) of them) for which they are certified. To qualify for this pay, a firefighter must show proof of being certified at the technician level (by the State of Illinois, where applicable), and must maintain this certification level while receiving this specialist pay.

Effective upon ratification of the 2019-2023 contract, the Fire Chief shall appoint no less than one (1) and up to three (3) firefighters who are certified fire investigators to the position of fire Investigator. Retroactive to May 1, 2019 compensation for each appointed fire investigator shall be one hundred twenty-five ($125.00) per month.

ARTICLE XIII

UNIFORMS AND EQUIPMENT

The Employer agrees to replace clothing and equipment, which it customarily issues to its employees when:

1. The clothing or equipment is damaged beyond repair through causes other than the negligence of the employee; or

2. The clothing or equipment is worn because of reasonable wear and tear.

Requests for replacement of prescription eyewear and watches lost or damaged in the course of training, responding to, performing at or returning from calls for fire or EMS service (and not due to the negligence of the employee) will be reasonably evaluated on a case by case basis. Replacement values shall not exceed $100 for watches or $350 for prescription eyewear.

ARTICLE XIV

INSURANCE

Section 14.1. Coverage. The Village shall make available to non-retired employees and their dependents an HMO medical plan, a High Deductible PPO medical plan (effective October 1, 2014), life insurance, and employee-only dental coverage, through the Intergovernmental Personnel Benefit Cooperative (IPBC). In addition the Village will offer family dental coverage commensurate with the employee-only dental coverage, provided that employees who elect such family coverage will pay the difference between the cost of the employee-only dental coverage and the family dental coverage.

All coverages referred to in this Section 14.1 shall continue to be provided so long as they remain commercially available; if no longer commercially available, the Village shall provide coverages as close as practicable to those referred to in this Section. The Village reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially the same to those which they are replacing.

Section 14.2. Alternative Health Insurance Incentive. Effective May 1, 2014, employees who voluntarily elect to discontinue their participation in the Village's health insurance coverage due to being eligible for coverage elsewhere, the Village will pay into the employee's VEBA an incentive payment as follows: alternative single coverage - $75 per month; alternative family coverage $125 per month. Eligible employees shall provide evidence of coverage in another health insurance plan at the time of notifying the Village of their intent to discontinue Village health coverage. Should such an employee lose coverage mid-year due to an eligible life status change, such employee shall be allowed to reenroll in Village coverage by paying the Village a prorated portion of the discontinuation bonus. Employees shall be allowed to reenroll each year during the annual open enrollment with no restrictions on preexisting conditions.

Section 14.3. High Deductible Health Plan. Effective October 1, 2014, and in lieu of the pre-existing non-high deductible health plan that will no longer be offered, the deductible amount of the High Deductible PPO medical plan will be $2,000 for single coverage and $4,000

for family coverage during each plan year. The Village will fund fifty percent (50%) of the deductible amounts for the High Deductible PPO medical plan through the VEBA plan to each employee's account for eligible employees in accordance with the remaining provisions of this Agreement for so long as the High Deductible PPO medical plan and VEBA plan remain in effect. In addition to the High Deductible PPO medical plan, the Village, at its sole discretion, may offer an additional High Deductible Health Plan (HDHP) in the future. During the term of this 2016-2019 Agreement, in the event any additional HDHP is offered, the Village will fund an amount toward the deductible that is equal to 50% of the applicable deductible for any such additional HDHP through the VEBA to each employee's account.

Section 14.4 Retiree Insurance. For employees who retired prior to May 1, 2014, the Village will make available to such retired employees who have at least twenty (20) years of full time service with the Village's Fire Department, who are at least fifty (50) but less than sixty five (65) years of age, and who are not eligible for insurance from any other employer, individual and dependent coverage (where the dependents are under the age of 65) at group rates; the Village will pay 33 1/3% of retiree's cost of the premiums. The Village will pay the 33 1/3% contribution toward the retiree's initial retiree insurance selection which may include the continuation of the Village's active plan, an individual Medicare supplement, or a fully insured Village Medicare plan if available, for any retiree who is eligible for Medicare. Once the fully insured Village Medicare plan is available, Medicare-eligible retirees must switch to the fully insured Village Medicare plan in order to continue receiving the 33 1/3% contribution. Effective January 1, 2015, PPO coverage will only be provided to retirees under the Village's High Deductible PPO medical plan. It is understood that these retiree insurance benefits are not guaranteed for life, but may be modified or eliminated in future Agreements.

Section 14.5. Cost. Effective October 1, 2014, the Village will pay eighty five percent (85%) of the cost of the premiums for full-time employees' individual and dependent group health for employees participating in the HMO medical plan and hospitalization insurance, employee-only dental insurance, and will pay ninety percent (90%) of the cost of premiums for full-time employee's individual and dependent group health for employees participating in the High Deductible PPO medical plan. Past practice will continue for family dental insurance. Employees desiring Village coverage will be required to pay the remainder of the monthly premium cost. The employee's portion of insurance premiums will be deducted semi-monthly from paychecks. Employees participating in the High Deductible PPO medical plan, except for those who have retired as of May 1, 2014, will receive a contribution, into the employee's VEBA, equal to 50% of the annual deductible amounts. This contribution will generally be made in two parts each year on January 1st and July 1st respectively.

Section 14.6. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Further, the Village reserves the right to institute the following co-insurance levels (that portion of actual medical expenses, which the employee must pay up to the employee's annual out-of-pocket maximum) for the general indemnity health plan:

	General Indemnity Health Insurance Plan	Employee
PPO Network Provider	90%	10%
Non Network Provider	70%	30%

Section 14.7. Life Insurance. The Village shall pay the premium for fifty thousand dollars $50,000 of term life insurance for each firefighter, and shall offer an optional twenty-five thousand dollars ($25,000.00) supplemental term life plan to be paid for by the employee through payroll deduction. Premiums will vary dependent on age.

Section 14.8. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide coverages as specified in this Article.

Section 14.9. IRC Section 125 Plan. The Village shall maintain an IRC Section 125 Plan whereby employees will be able to pay: 1) for their share of dental, health and hospitalization insurance premiums with pre-tax earnings, 2) participate voluntarily in a Flexible Spending Account which allows employees to use pre-tax dollars to pay medical expenses and dependent care expenses not covered by their insurance, where said Flexible Spending Account Plan shall be implemented no later than August 1, 1998. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 14.10. PSEBA. Nothing in this Agreement shall limit the Village's responsibility to provide and pay for certain health insurance benefits to eligible recipients as required by The Public Safety Employee Benefits Act, 820 ILCS 320/1 *et. seq.*, as may be amended from time to time.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 15.2. Precedence of Agreement. Consistent with the provisions of Section 315/15 of the Illinois Public Labor Relations Act, the Village and the Union agree that if there is any conflict between the written terms of this Agreement and the terms of any written Village ordinance, policies, rules or regulations, or any written rules and regulations of the Board of Police and Fire Commissioners of the Village of River Forest, the written terms of this Agreement, for its duration, shall be controlling.

Section 15.3. Fitness Examinations. If there is any reasonable question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village for good reason may also require at its expense any or all employees to take a complete physical exam as often as once a year, and the results of all examinations shall be made available to the employee upon request. An employee may obtain, at his own expense, a second opinion from a qualified licensed physician or other appropriate medical professional of his own choice. If there is a difference between the opinions of the medical professionals of the Village and the employee, the Village will give the medical opinion submitted by the employee fair consideration. If the employee disagrees with the Village's determination, the employee may file a grievance at Step 3.

The Village shall also pay for a physical examination for each employee every three (3) years at the employee's option. Such examination shall be scheduled during the employee's duty shift, provided manning levels do not fall below minimums set by the Chief. The Village shall be entitled to notification from the doctor that the employee is fit or not fit for duty, and whether there were any abnormalities found. The results of the examination shall be provided to the employee by the doctor. The employee will provide their personal physician with examination results regarding any abnormalities and will follow-up with their personal physician as appropriate. The examination to be given shall be in substance the same examination as provided as of May 1, 2001, plus a strength examination. The Village shall arrange for annual on-duty Tb testing at the facility of its choice and will pay the related test expenses.

Section 15.4. Outside Employment. Employees shall file and keep current with the Fire Chief a written record of their 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.

Section 15.5. No Smoking. All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be required by Village or department policy to confine their smoking to a designated area(s).

Section 15.6. Savings Bond Program. The Village shall continue its monthly Savings Bond purchase program, through payroll deductions, for all firefighters to participate in at their option.

Section 15.7. Rules and Regulations. The parties agree that each employee shall receive a copy of the departmental rules and regulations, or directives, and shall be responsible for that copy and knowledgeable in the matter of its contents.

In case of a proposed change in the Department Rules and Regulations, the Employer shall post the proposed change on the employees' bulletin board at least 15 days prior to its proposed implementation.

In the event that any provision of the Agreement conflicts with any rule, regulation or directive of the Employer, the provisions of this Agreement shall govern.

Section 15.8. Preservation of Statutory Rights. An employee who suffers an injury in the line of duty shall be entitled to a leave to the extent specified in ILCS 5-345/1 Public Employee Disability Act.

Section 15.9. Employee Protection. If an employee covered by this Agreement is charged by indictment, complaint, or information to have violated any provision of the Criminal Code of Illinois or any statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal charges are filed by the Village with the Board of Fire and Police Commissioners. Said Commission shall follow the procedures for suspension, removal and discharge set forth in ILCS Chapter 65, Act 5, Article 10, Division 2.1, Section 10-2.1-17. Any suspension, removal or discharge shall comply with the provisions of the Constitution of the United States.

Section 15.10. Indemnification of Employees. The Village shall indemnify employees and hold them harmless from liability, including but not limited to its payment for damages which may be adjudged, assessed or otherwise levied against employees, for actions taken by them within the scope of their employment as provided in this Section 15.10. The Village shall defend employees in any civil cause of action brought against an employee arising out of the employee's conduct within the scope of the employee's employment. Legal counsel for such defense shall be selected by the Village and/or its insurance provider. To be eligible for the benefits of this Section, employees shall be required to cooperate with the Village and its legal counsel during the course of the investigation, administration or litigation of any claim arising under this Section. The Village will provide the protections set forth in this Section so long as the employee's action(s) at issue are within the scope of his/her employment and so long as the employee cooperates with the Village and its legal counsel in the defense of the action, actions or claims. Any obligation of the Village to indemnify employees for punitive or exemplary damages shall be only as required by applicable State Statutes.

Section 15.11 Safety Incentive Day. Any employee who does not sustain an injury/illness covered under the State's Workers Compensation Act within a fiscal year (May 1 – April 30) shall be eligible for one (1) safety incentive day off with pay. If an employee suffers

an on-duty injury or illness covered under the State's Workers Compensation Act, after the beginning of the employee's shift but returns to work on his following scheduled shift day, the employee shall maintain eligibility for safety incentive day off with pay. Said safety incentive day off shall be scheduled in the following fiscal year with the approval of the Chief or his designee.

Section 15.12. Discipline

A. Disciplinary actions by the Employers shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee, including off duty conduct which adversely affects the employee's performance of his work duties or adversely affects the Department's reputation or effectiveness in the community. Any discipline ordinarily shall be of a progressive nature. Where the Employer believes just cause exists to institute disciplinary action, the Employer shall normally assess the following penalties:

Oral Reprimand
Written Reprimand
Suspension
Discharge

B. Disciplinary actions imposed upon a non-probationary employee may be appealed through the Grievance Procedure (Article VI). Independent of the Grievance Procedure, the employee may file a written reply to any oral reprimand, which reply will be attached to the documentation of the oral reprimand in the employee's personnel file without the need for any further response from the Employer. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

C. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union.

D. Disciplinary actions recorded in the employee's personnel files shall not be used after 36 months to justify subsequent disciplinary action, except where they establish a continuing pattern of misconduct of the same type under review. Oral reprimands will not be used after 12 months to justify subsequent disciplinary action, and will not be used to establish a continuing pattern of misconduct except in situations where the oral reprimand is less than 12 months old and is part of a progressive disciplinary process under review.

E. The employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.

F. Prior to taking any final, disciplinary action above the level of oral reprimand and after its investigation, the Employer shall notify the employee of the contemplated

measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. If the disciplinary action may involve a suspension or discharge, copies of the following documents shall be given to the employee at this notification and review meeting:

1. Allegation of violations of Rules and Regulations
2. Statement of charges and specifications
3. Copies of the employee's past discipline pertinent to subparagraph D above.

The employee shall be entitled to Union representation at disciplinary investigation meetings and shall be given the opportunity to rebut the reasons for any proposed discipline within three (3) calendar days after a paragraph F meeting.

G. Except pursuant to changes in state legislation or applicable judicial decision subsequent to June 1, 2004, it is understood that nothing in this Section 15.12 and Section 15.14 (D.3) shall be deemed to expand the scope of mandatory subjects of bargaining relative to suspensions and discharges beyond what they were prior to June 1, 2004.

Section 15.13. Promotions Out of the Unit. Promotions to the rank of Fire Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act, effective August 4, 2003, Public Act 93-411, 50ILCS742 (hereinafter the "Act"). Except where expressly modified by the terms of this Section, the procedures for promotions shall be made in accordance with the provisions of the Act.

A. A vacancy in the rank of Fire Lieutenant shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in the fire fighter 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 for a period of 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.

B. Eligibility. All promotions to lieutenant shall be made from employees in the fire fighter rank who, effective May 1, 2007, have at least six (6) years of seniority in the Fire Department. Anniversaries of service, which affect eligibility, will be considered to occur on the date on which the written exam is given.

C. Rating Factors and Weights. All examinations shall be impartial, job related and test those matters that ascertain 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 each employee on the promotional examinations consisting of the maximum allowable points for the following 4 components as specified:

	Maximum Allowable Points
1. Written Examination	50
2. Seniority	10
3. Ascertained Merit	20
4. Subjective Component	20

D. Test Components

1. Written Exam. The written exam shall be given in accordance with the Fire Department Promotional Act and scored on a scale of 100 points. This component shall be calculated at 55% of the final score so that the maximum points available from this component shall be 55. Candidates must obtain a score of 70% on the written exam to be eligible for promotion, and placed on a promotion list.

2. Seniority Points. Seniority points shall be awarded in the following manner with an available maximum total of 10 points.

8-10 years	4 points
11-15 years	6 points
16-20 years	8 points
21 + years	10 points

3. Ascertained Merit. Points for Ascertained Merit shall be awarded in the following manner with an available maximum total of 20 points:

FFIII or successful completion of Advanced Technician Firefighter Course	2 points
FAE	2 points
Company Officer	4 points
Advanced Company Officer)	6 points
Hazmat	2 points
Technical Rescue Tech (all 4 certifications)	2 points
Certified Instructor/Trainer/Preceptor	2 points
Associates Degree (a)	3 points
Associates Degree (b)	4 points
Response to Call backs (c)	Up to 2 points
Bachelors Degree (a)	5 points
Bachelors Degree (b)	6 points
Master's Degree (a)	7 points
Master's Degree (b)	8 points

(a) Shall consist of a degree in any field
(b) Shall consist of a degree in a fire related discipline or medical discipline. Examples include, but are not limited to: Fire Science, Fire Service

Administration
Public Administration, EMS, and Nursing.

Points awarded by Associates' Degree (a) or (b) and Bachelors' Degree (a) or (b) may not be combined.

Points awarded for response to callbacks (c) shall be awarded as follows:

1 points for responding to >25% to 49.99% of callbacks
2 points for responding to >50% to 100% of callbacks

Points awarded for FFIII/Advanced Technician Firefighter Course and Fire Officer I may be combined.

Candidates wishing to receive points under Ascertained Merit shall include copies of the appropriate diploma(s) and/or certificate(s) when submitting the application packet.

Any dispute resulting from the awarding of Ascertained Merit Points for Associates Degrees (a and/or b) or Bachelors Degrees (a and/or b) may be resolved through the grievance procedure (Article VI).

4. Subjective Component. Any Subjective Component shall be identified to all candidates prior to its application, be job related, and be applied uniformly to all candidates with an available maximum of 15 points.

E. Scoring of Components. The Written Exam, Seniority, Ascertained Merit and Subjective Component shall be scored as described in subparagraph D. Scores of all components shall be added to produce a score, which shall be out of a total of 100 maximum points. Candidates shall then be ranked on the list in the rank order based on the highest to the lowest points scored on all components of the test. The preliminary promotion list shall be composed of candidates who obtain an overall score of at least sixty (60) points after all component scores are compiled. Whenever two (2) or more candidates receive the same score on the preliminary promotion list, priority shall be given to the person who has the highest seniority. However, their scores shall not prevent a candidate(s) from being placed on the preliminary or final promotion 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 application of military preference points to any candidate's scores shall not be a

reason to remove any other candidate(s) from the final promotion list. As soon as practicable, the final adjusted promotion list shall then be posted at the Village Hall and the Fire Station, with copies provided to the Union and all candidates.

F. 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 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 through the grievance procedures (Article VI of this Agreement).

G. Maintenance of Promotional Lists. Final eligibility lists shall be effective for a period of 3 years. The employer shall make every reasonable effort to ensure that the River Forest Fire Department maintain in effect current eligibility lists so that promotional vacancies are filled as soon as practicable after the occurrence of the vacancy.

H. The Village shall provide a reading list for the last 2 written examinations and a reading list for study purposes for the upcoming examination, and make these materials available and accessible at the Department.

Section 15.14. Drug and Alcohol Testing

A. Reasonable Suspicion Testing. The Fire Chief, or his designee, may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use or abuse of prescription drugs. At the time of the order to take the test, the Fire Chief, or his designee, as the case may be, shall provide an employee who is ordered to submit to any such tests with a written statement of the facts upon which the reasonable suspicion is based. Refusal to submit to such testing shall be subject to discipline up to and including discharge. There shall be no random testing.

Reasonable individualized suspicion shall be defined as: Observable phenomena, such as direct observation of use and/or physical symptoms resulting from using or being under the influence of alcohol or controlled substances (e.g. the aroma of alcoholic beverage or controlled substance, and/or uncoordinated physical actions inconsistent with previously observed skill levels) as well as objective information

that paragraph D of this Section 15.14 may have been violated. A hunch or other such subjective opinion shall not be considered reasonable.

If an employee is going to be ordered to submit to a reasonable suspicion test, the employee may request that an on-duty Union Representative be present at the time the order is given to the employee. If there is no on-duty Union representative, the employee may request that another employee be present. All tests will be conducted only while the employee is on duty.

B. Procedures. The Village shall use a facility which is licensed or certified by the State of Illinois and the federal government to perform all drug and alcohol testing and shall be responsible for maintaining a proper chain of custody. The Village shall also use the services of a Medical Review Officer (MRO). The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. Urine specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. If the first test results in a positive finding based upon the applicable cutoff standards, a GC/MS confirmatory test shall be conducted on the same sample. An initial positive test result shall not be reported or submitted to the Village; only GC/MS confirmatory test results will be reported to the Village Administrator or designee. The Village shall provide the employee with a copy of any test results that the Village receives. A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory licensed or certified by the State of Illinois and the federal government to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense, provided that (1) the employee must request such re-test within four calendar days from the day the employee is notified of the verified positive test result, and (2) the Village may place the employee on administrative leave (which may or may not be paid as provided in Paragraph E below), pending the results of any such re-test. Where the employee requests another confirmatory test, the original testing laboratory shall directly transfer the test sample to the certified laboratory of the employee's choice. Upon receipt of the test sample the employee's lab shall be responsible for maintaining chain of custody for any specimen used for a re-test requested by the employee.

C. Cutoff Standards. The cutoff standard for determination of a positive finding of alcohol shall be at a blood level of .04 or more grams of alcohol per 100 millimeters of blood, provided, however that an employee with an alcohol concentration of between .029 and .039 may be removed from work and placed on sick leave for a period of at least twenty-four (24) hours and may be subject to an oral or written reprimand. The cutoff standards for the determination of a positive finding of drugs shall be:

SUBSTANCE	INITIAL TEST LEVEL	GC/MS CONFIRM TEST LEVEL

Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Cocaine metabolites	300 ng/mL	150 ng/mL
Marijuana metabolites	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	300 ng/mL
Methaqualone	300 ng/mL	300 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL

Test results below the foregoing cutoff standards shall be considered negative.

D. Prohibitions.

1. The on duty use, sale or possession of controlled substances as well as the illegal use, sale or possession of controlled substance while off duty is prohibited, and may subject the employee to discipline up to and including termination. "Controlled Substances" means all drugs for which the use, sale or possession is regulated by federal or state law.

2. Also prohibited is (a) the abuse of prescription drugs, which includes using them in a manner different from what is prescribed by the employee's health care provider, as well as (b) the use, possession or testing over the cutoff standards for alcohol while on duty and (c) the testing over the cutoff standards for controlled substances while on duty, and a violation of any of these prohibitions may subject the employee to a suspension without pay of no more than twenty-four (24) consecutive duty hours for a first offense. The failure to promptly disclose to the Chief or his designee any restrictions from prescription medications upon an employee's ability to perform the employee's work safely is prohibited and may subject the employee to a suspension without pay of no more than twenty-four (24) consecutive duty hours for a first offense.

3. Nothing herein shall be construed to prevent an employee from asserting, or the Village or any forum considering, that there should be treatment in lieu of discipline in any proceeding. Suspensions or terminations shall be subject to the jurisdiction of the River Forest Board of Fire and Police Commissioners; lesser disciplinary action shall be subject to the grievance procedure. All other issues relating to the drug and alcohol testing process (e.g. whether there is a reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedures set forth in this Agreement.

E. Test Results.

1. Negative Results: If the test results are negative, the employee shall be compensated for all time spent on administrative leave pending the results of the test. Nothing herein prohibits disciplinary action if an employee has engaged in conduct which would warrant discipline in accordance with Section 15.12 (Discipline) independent of any suspected violation of Paragraphs D1 or D2 of this Section 15.14.

2. Positive Results: If the test results are positive for alcohol or for any controlled substance, the employee shall not be compensated for any time spent on administrative leave related to the testing process or time the employee cannot work while seeking to become eligible to return to work.

F. Handling of First Positive Test Results or Other First Violations. If an employee tests positive or is otherwise determined to have a first violation of either Paragraph D1 or D2 of this Section 15.14, and the Village does not seek termination for an initial violation of Paragraph D1, the employee shall not be permitted to return to work until the employee has undergone an evaluation by a qualified substance abuse professional, and has entered and successfully completed at least the initial stages of any treatment or education program recommended by that substance abuse professional. Such employee shall be referred to the Employee Assistance Program for evaluation and therapeutic referral. A referred employee shall have the right to evaluation and a program of therapy by an agency not connected with the Village, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and it has been approved by the Village, which approval shall not be unreasonably withheld. The costs of either the Village EAP or an outside program shall be paid by the Village to the extent such costs are covered by the Village's health insurance program. If an employee refuses such referral, or upon referral, refuses to participate in recommended therapy, discipline may be imposed up to and including discharge. Following any disciplinary suspension, the employee may not return to work unless and until the employee can take, and pass a return to work drug and/or alcohol test with a negative result. The employee also will be required to enter into a return to work agreement permitting the Village Administrator or his designee to communicate with the employee's treatment provider regarding his or her successful completion of any treatment or education program, including unannounced follow-up testing for a period of up to one year, or as recommended by the treatment provider, with no more than six (6) tests being conducted within the first twelve (12) months following an employee's return to work.

G. Handling of Second Positive Test Results or Other Second Violations. If the employee tests positive a second time or is otherwise determined to have violated either Paragraph D1 or D2 of this Section 15.14 a second time, either during the therapy period or thereafter, the employee may be subject to discipline up to and including discharge.

H. Employee Assistance

1. An employee may always voluntarily seek assistance from the EAP before testing positive or being asked to submit to a test, and will not be subject to discipline for voluntarily seeking such assistance.

2. Except as provided in paragraphs D1, D2 or G of this Section 15.14, employees who are referred to the Employee Assistance Program, as provided in Paragraph F above, shall not be disciplined, as long as the referred employee is pursuing in good faith any recommended therapy, and the employee may not return to work unless and until he/she can take and pass a return to work drug and/or alcohol test with a negative result.

3. Assistance with drug and/or alcohol problems shall be held strictly confidential by the Employee Assistance Program, and the Fire Chief, Village Administrator, and the EAP Administrator shall be the only Village personnel, informed of any such request or of any treatment that may be given and they shall hold such information strictly confidential. Moreover, employee positive results will be treated as confidential and shared with other Village personnel only on a need-to-know basis. All information and records related to an employee's drug and/or alcohol use, or treatment and assistance records will be released by the Village only pursuant to a written authorization made and signed by the employee, to defend itself in any legal or administrative proceeding brought by the employee against the Village, or as otherwise may be required by law.

Section 15.15. Retiree Health Savings Plan. As soon as practicable after ratification of this Agreement, the parties shall commence negotiations over the terms of a Post Employment Health Benefit (PEHB) plan, including the funding of same. Any PEHB plan that is the product of such negotiations shall become effective no sooner than May 1, 2010, unless the parties mutually agree on an earlier effective date.

Section 15.16. Light Duty. The Fire Chief, in his discretion, may assign an employee to light duty or reassign the employee (if light duty work or a reassignment is available for which the employee is qualified) where the employee has been released for light duty by a physician designated by the Village and where the injury or illness has exceeded three (3) duty days. Preference shall be given to employees who need light duty work because of a duty related injury or illness. The Chief reserves the right to terminate a light duty assignment or reassignment at any time and return the employee to his regular assignment (if the employee is fit to return to such assignment) or to an appropriate leave of absence. Any light duty assignment or reassignment shall be offered on a non-discriminatory basis for similarly situated employees who were injured in the course of duty. On the days when an employee is scheduled to work the light duty assignment or reassignment will be performed between the hours of 0745 and 1630 (unless the physician specifies a shorter period of time). Such assignments shall only be made on the employee's regular duty days. Nothing in this Section shall affect the statutory rights of the Village, employees, or the Pension Board.

The determination of whether a light duty assignment is available shall be made by the Village's physician, in the case of work-related injuries, or by the employee's physician at his or her own expense, in the case of non-work related injuries. The Village (in the case of a non-duty injury) or the employee (in the case of a duty injury) may obtain at its own expense a second opinion from a qualified licensed physician or other appropriate medical professional of its own choice. If there is a difference between the opinions of the medical professionals of the Village and the employee, the Village will give the medical opinions submitted by the employee fair consideration. If the employee disagrees with the Village's determination, the employee may file a grievance at Step 3.

ARTICLE XVI

POLICE AND FIRE COMMISSION

The parties recognize that the Board of Fire and Police Commissioners of the Village of River Forest has certain statutory authority over employees covered by this Agreement. Subject to Sections 6.1, 15.12, 15.13, and 15.14, nothing in this Agreement is intended in any way to replace or diminish the statutory authority of the Board of Fire and Police Commissioners.

ARTICLE XVII

FIREFIGHTER/PARAMEDICS

Section 17.1. Paramedic Staffing. The parties agree that it is the objective of their agreement in this Article to staff the River Forest Fire Department Emergency Medical Service with at least twelve (12) full-time firefighter/paramedics. This staffing objective shall be accomplished by training members of the bargaining unit who volunteer to become trained and certified as paramedics in accordance with the terms of this Agreement, and by hiring new employees, as vacancies occur in the Department, who are paramedic certified. To facilitate this latter commitment, the Village agrees to implement a requirement that all applicants on the next eligibility list that will be established by the River Forest Board of Fire and Police Commissioners must be EMT-P certified as a condition of hire and as a condition of continued employment, and to fill all vacancies that occur within the bargaining unit during the term of this agreement with persons with such qualifications. The parties further acknowledge that these requirements regarding hiring are not mandatory subjects of bargaining and, therefore, the continued inclusion or exclusion of such stipulations in any future collective bargaining agreement shall depend on the parties' voluntary agreement to extend such provisions, shall not be subject to interest arbitration and shall be treated as permissive subjects of bargaining, notwithstanding any intervening changes to the contrary in the IPLRA.

Any employee hired after July 1, 1997 as a licensed paramedic must maintain their paramedic license with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) and the Illinois Department of Public Health as a condition of continued employment.

Paramedics assigned to the ambulance shall be rotated on a regular basis. The paramedics on each shift assigned to the ambulance crew will be assigned for a minimum of one month, with exceptions at the discretion of the Fire Chief. Scheduling of ambulance crews will be developed in conjunction with annual scheduling of vacations and days off.

In order to expedite the provision of advanced life support services as quickly as possible and in order to continue to provide such services while the parties pursue the goal of twelve (12) full-time firefighter/paramedics within the bargaining unit, the parties have agreed in this Article to allow the Village to utilize part-time firefighter/paramedics on an interim basis, and failing that, to utilize firefighter/paramedics from a private contractor on an interim basis, subject to the limitations of this Article.

Section 17.2. Paramedic Pay. An employee who becomes, or is hired as, a licensed paramedic shall receive annual paramedic incentive pay added pro-rata to his base pay after he becomes fully licensed with the emergency medical system under which the River Forest Fire

Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) and the Illinois Department of Public Health, provided however, that to receive this incentive pay, the employee must remain on active status as a paramedic and maintain the appropriate paramedic license. Effective May 1, 2007, this paramedic incentive pay shall be 6.10% over the top firefighter's base pay distributed equally over 24 pay periods.

Section 17.3. Paramedic Licensure for Employees Hired Prior to July 1, 1997. Employees hired prior to July 1, 1997 ("incumbent employees") who wish to become paramedics may volunteer for paramedic training through the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program). The Village will seek to enroll at least three volunteers, one per shift, at any one time in the paramedic training program up until such time as the Village has at least twelve (12) certified paramedics. In the event that there are no volunteers on one shift and multiple volunteers on another shift, the Village may reassign volunteer(s) with other employee(s) from shift(s) without volunteers so that there will be an equal number of volunteers per shift in training. If there are more volunteers than paramedic training slots, the Chief will select from the volunteers based on the following considerations: (1) the score received on the pretest administered by the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) (with preference given to the higher scoring volunteers); (2) shift availability (with preference given to selections that will avoid the need for shift transfers); (3) seniority (with preference given to the employees with the least departmental seniority); and (4) employee preference as to the timing of their own training (with preference given to employees

most desirous of entering the current training program as opposed to a later training opportunity). The Chief's selection from among the volunteers shall not be subject to the grievance and arbitration procedure of this Agreement. Any selection of this nature by the Chief shall be announced at least sixty (60) days prior to the commencement of the paramedic training program for which the employees are being selected, provided that the pretest scores are available at least that far in advance.

All time spent by employees in paramedic training that occurs outside an employee's regular duty hours shall not constitute work time and shall not constitute compensable overtime work under the terms of this Agreement, but shall be treated as an assignment during which employees are engaged in job-related functions for purposes of workers compensation coverage. Further, employees shall receive financial recognition for that time pursuant to the provision of the following paragraph of this Section 17.3. The Village will pay for the tuition, fees, books and required equipment for the incumbent employee's paramedic training classes. The incumbent employee will be responsible for his own travel and incidental expenses. If an employee is required to retake any portion of the paramedic training program, the Village will pay for the tuition and fees only for a second time.

Employees hired prior to July 1, 1997 who became certified paramedics through the Loyola University Medical Center EMS Program will receive three (3) lump sum payments (less applicable withholding) of two thousand three hundred dollars ($2,300) upon successful completion of the Classroom Instruction phase of paramedic training, two thousand five hundred dollars ($2,500) upon successful completion of the Clinical Training phase of paramedic training, and three thousand eighty dollars ($3,080) upon successful completion of the Field Training phase of paramedic training and Final Certification. This payment shall be in lieu of any compensation for time spent in paramedic training outside of regular duty hours. This payment shall be made only once. (Thus, for example, if an employee successfully completes the classroom portion but fails in a later phase and is, therefore, required to retake the classroom portion of the training, that employee will not be paid another $2,300 for a second successful completion of the classroom phase of the training). The payments set forth in this Paragraph shall remain fixed for the term of this Agreement.

If a paramedic class schedule conflicts with an employee's regular duty schedule, the employee will be released from duty without loss of pay to attend such classes provided, however, that in order to minimize the employer's overtime costs as a result of employees' absences from duty to complete paramedic training, (1) the union agrees to permit the Chief to shift employees from "strong" to "weak" shifts without giving the thirty (30) day notice provided in Section 5.3 to provide coverage for absences due to paramedic training, and (2) when shifting personnel is insufficient to meet the Department's administrative manning standards, individual employees in paramedic training shall attempt to obtain duty trades to cover for absences due to paramedic training. When these measures fail to provide adequate coverage to meet the Department's administrative manning standards, the Department may provide coverage with a part-time firefighter/paramedic hired subject to the conditions specified in Section 17.5 below.

Section 17.4. Renewal of Paramedic License. Incumbent employees (those hired prior to July 1, 1997) who voluntarily become licensed paramedics must maintain their valid license with the State of Illinois Department of Public Health and the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) as a condition of employment for eight (8) years before being eligible to submit not to renew their license. The Village shall arrange for paramedic re-certification training on duty unless it is impossible to do so because of circumstances beyond the control of the Village, such as requirements imposed by the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) or an employee's extended absence from active duty. In the event paramedic re-certification training occurs outside an employee's regular duty hours, it shall not constitute hours worked.

After completion of eight (8) years of service with the Village as a licensed paramedic, an incumbent employee may drop his certification provided: (a) he gives the Chief written notice at least twelve (12) months in advance of the desired date for dropping his certification; (b) the Village is able to maintain at least twelve (12) licensed paramedics, none of whom are on probation, who are actively employed at the time of the request to drop certification; and (c) the Chief approves the request to drop certification, bearing in mind the needs of the Department and the interests of other employees who may also wish to drop their certification. Other things being equal, where there are multiple requests from employees wishing to drop their certification, preference shall be given first to employees with the longest service in the paramedic program, and then to employees with the greatest departmental seniority. Any unreasonable exercise of discretion accorded to the Chief by the terms of this Paragraph shall be subject to the grievance and arbitration procedure of this Agreement.

An employee who is permitted in accordance with the provisions of the preceding Paragraph of this Section to not renew his/her license as a paramedic will, upon expiration or revocation of his/her paramedic license, immediately lose all paramedic incentive pay that was added to base pay. Any employee who is suspended from paramedic service, or otherwise unable to perform paramedic duties, shall not receive paramedic pay pro-rata for the period of such suspension or inability to perform paramedic services.

Unauthorized loss of paramedic certification will result in termination. The parties intend the term "unauthorized loss of paramedic certification" as used in this Paragraph to include: (1) revocation of an employee's paramedic license by the Illinois Department of Public Health, following hearings, if requested by the employee, afforded by that agency as set forth in 210 ILCS 50/3.40; (2) revocation of an employee's right to practice with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently the Loyola University Medical Center EMS Program), following hearings, if requested by the employee, afforded by that emergency medical system, provided that decision is affirmed by the State Emergency Medical Service Disciplinary Review Board if the employee files an appeal to that Board as provided in 210 ILCS 50/3.45; or (3) failure to renew one's paramedic license. Other instances of short-term loss of one's paramedic license; including temporary

suspension due to failing a re-certification exam, suspension by the emergency medical system for one or more days for other reasons shall be subject to disciplinary action. Disciplinary action under this Section shall be subject to the discipline and discharge procedures set forth in Article XVI of this Agreement. For this purpose, pro-rata loss of an employee's paramedic pay for the period of time they are suspended or otherwise unable to function as a paramedic shall not constitute disciplinary action. Where temporary loss of paramedic certification is for reasons specific to paramedic training or duties and does not involve general misconduct that would lead to serious disciplinary action (suspension without pay or greater) or would otherwise impair the employee's ability to perform firefighter duties, the employee shall be assigned to firefighter duties during the period of such temporary suspension of his paramedic certification.

Section 17.5. Part-Time Firefighter/Paramedic. The parties agree that the Village may utilize part-time firefighter/paramedics or, under the circumstances described herein, contract firefighter/paramedics, on an interim basis until such time as there are twelve (12) bargaining unit employees certified as paramedics. The only terms and conditions under which part-time firefighter/paramedic or private contractor firefighter/paramedics may be utilized shall be as set forth below in this Section.

Part-time certified firefighter/paramedics referenced in this Article shall be hired in accordance with the provision of this Section. All part-time certified firefighter/paramedics shall meet the following requirements:

(a) They shall be fully certified full-time firefighters.

(b) They shall be certified paramedics by the Illinois Department of Public Health and are qualified to operate in the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently the Loyola University Medical Center EMS Program), and strong preference shall be placed on preceptors who can provide on-duty Field Training for River Forest firefighters in paramedic training.

(c) They shall be employed as full-time firefighter/paramedics in a full-time professional fire department in the Chicago metropolitan area.

(d) They shall be screened and approved by the Union, which shall develop a list of qualified referrals from which the Village shall hire all part-time firefighter/paramedics as authorized by this Article, provided that if the Union is unable to provide the requisite overall number of part-time employees reasonably satisfactory to the Village (bearing in mind the selection or retention of individual part-time employees shall be at the discretion of the Village), the Village shall be entitled to obtain the necessary employees through other sources, including private contractors.

(e) They shall be available for part-time firefighter/paramedic slots on the River Forest Fire Department on a regular basis so as to minimize the number of part-time firefighter/paramedics utilized.

Part-time firefighter/paramedics hired by the Village under this article shall not be part of the bargaining unit, shall be considered for all purposes as at-will employees, shall be ineligible for any fringe benefits from the Village (except for workers compensation coverage as provided to other Village employees) and shall not be subject to the provisions of the Village's personnel policies except as the Village may specifically provide in writing. The Village retains the right to hire anyone it chooses from the Union's referral list and to dismiss any part-time firefighter/paramedic at will. The Union, as the developer of the hiring list, shall comply in its screening and recruitment practices with all applicable state and federal laws regarding discrimination and equal employment opportunity and shall indemnify the Village against any liability for decisions made by the Union in connection with recruitment, screening and placement of prospective part-time employees on the qualified list from which the Village shall hire part-time firefighter/paramedics.

Part-time firefighters/paramedics shall be paid at the rate of $13.80 per hour effective May 1, 2001. Part-time firefighter/paramedics shall be paid overtime in accordance with the requirements of Section 7(k) of the Fair Labor Standards Act.

If, for any reason, the Union is unable to provide a sufficient supply of qualified part-time firefighter/paramedics through the referral arrangement contemplated by this Section, the Village may obtain firefighter/paramedics to meet its needs as outlined and authorized by this Article from a private contractor.

The Village may hire part-time certified firefighter/paramedics until such time as twelve (12) employees are certified as paramedics. If the number of full-time firefighter/paramedics drops below twelve (12) due to the failure of bargaining unit members to maintain their paramedic certification in the required number, the Village may again hire part-time certified firefighter/paramedics on an interim basis or, if they are not available, may obtain firefighter/paramedics on an interim basis to meet its needs as outlined and authorized by this Article from a private contractor, provided the Village takes no action to reduce the bargaining unit below fifteen (15) members. The Village anticipates hiring part-time firefighter/paramedics sufficient to staff three full-time firefighter/paramedic positions (one per shift), but may hire sufficient part-timers to cover up to six full-time firefighter/paramedic positions (two per shift) in the event: (a) more than three employees are enrolled in paramedic training at the same time; (b) less than three incumbent employees become paramedic certified during the first year of the Village's ALS ambulance program, and Loyola Medical Center does not waive its requirement that each ALS unit be staffed by two paramedics by the end of the first year of the program; or (c) changes in staffing requirements over which the Village has no control (i.e., state law, decisions by Loyola Medical Center) require more than three part-time firefighter/paramedics to meet minimum staffing needs without requiring employee paramedics to work double shifts.

It is specifically understood and agreed that the reference to fifteen (15) bargaining unit members in the preceding Paragraph of this Section 17.5 is in no way a minimum staffing requirement, but is simply the current level of staffing with reference to which the parties have based their agreement to permit the Village to utilize part-time or contract firefighter/paramedics when there are not twelve (12) full-time bargaining unit firefighter/paramedics. If the number of

bargaining unit employees falls below fifteen (15) (other than on a short-term basis due to the lag time between the loss of an employee and the hiring and training of his replacement) or if the Village does not continue to require applicants on hiring eligibility lists to be EMT-P certified as a condition of hire and as a condition of continued employment, the Union specifically reserves the right to re-negotiate, at its request, the minimum threshold number of firefighter/paramedics in the bargaining unit (currently twelve (12) below which the Village will be authorized to utilize part-time or contract firefighter/paramedics in accordance with, and subject to, the limitations and conditions of this Section 17.5. In the event of an impasse in such mid-term negotiations, either party may invoke the dispute resolution procedures of Section 14 of the IPLRA to resolve the impasse.

Part-time firefighter/paramedics, or if applicable, private contract firefighter/paramedics, shall only be used to fill in for bargaining unit employees who are absent due to paramedic training and shall not otherwise displace bargaining unit employees from their regular duties or overtime assignments. The parties recognize the following exceptions to this rule: part-time firefighter/paramedics may fill in for regular bargaining unit employees who are off duty in the following situations: (a) to fill holes in the schedules of employees where the vacancy needs to be filled by a firefighter/paramedic if the Village is unable to secure a firefighter/paramedic hireback from among regular full-time employees using the Department's force-back system; (b) to fill in for employees who have become certified as paramedics where hiring back another employee certified as a paramedic would result in the employee working more than a back-to-back shift (i.e., more than forty-eight hours); or (c) to meet administrative manning standards when the short-fall occurs on a shift where one or more employees is absent due to paramedic training. Under this exception (c), the parties mean that a part-time firefighter/paramedic will be counted as part of the Department's administrative minimum manning standards only to fill in for a regular employee who is away from work due to paramedic training; a part-time firefighter/paramedic will not be included in the minimum manning where there is an absence unrelated to paramedic training and where, in the past, the Department would have hired back a

bargaining unit employee to fill the vacancy. Nothing herein shall prevent part-time firefighter/paramedics from filling in for other part-time firefighter/paramedics, or prevent part-time firefighter/paramedics from supplementing employees when responding to calls for emergency service. The use of part-time firefighter/paramedics for the purposes outlined in this paragraph may occasionally cause the number of part-time firefighter/paramedics to rise above the normal number discussed in the preceding paragraph on any given day or shift. (For example, even though regular part-time firefighter/paramedic staffing for a given shift may be one (1), there may be two (2) on a given shift when an additional one is brought in for circumstances outlined in this paragraph.)`

ARTICLE XVII

SAVINGS CLAUSE

In the event any provision in this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XIX

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are completely set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by the express language of this Agreement.

ARTICLE XX

DURATION OF AGREEMENT

Section 20.1. Duration and Notice. This Agreement shall be effective retroactive to May 1, 2019 except as otherwise expressly indicated and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2024. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the April 30 anniversary date (i.e., by January 1) that it desires to modify and/or amend this Agreement.

Section 20.2. Negotiations. In the event that either party gives timely notice of its desire to modify and/or amend this Agreement as provided in Section 20.1, negotiations shall commence no later than forty-five (45) days thereafter (or by February 15).

Section 20.3. Impasse Resolution. The remedies for the resolution of any bargaining impasse that may arise during the negotiation of a successor agreement as provided in this Article or any mid-term bargaining as provided by Section 14.7, shall be in accordance with Section 14 of the Illinois Public Labor Relations Act, as amended except that the arbitrator shall be selected according to the procedure specified in Section 6.3 of this Agreement. Nothing in this Section is intended to modify the procedures for impasse resolution as provided for by Section 14 of the Illinois Public Labor Relations Act, as amended.

Section 20.4. Ratification and Enactment. When a tentative agreement is reached by the parties' representatives on all issues, the following procedure shall apply:

1. The Agreement will first be presented to the Union membership for ratification. All members of the Union's bargaining team will use their best efforts to secure ratification.

2. After ratification by the Union membership, the Agreement shall promptly be submitted to the Village Board of Trustees for ratification. All members of the Village's bargaining team will use their best efforts to secure ratification.

3. In the event either party should reject the recommended Agreement, the parties shall meet again within seven (7) days of the rejection vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for the rejection; but either party may thereafter invoke impasse resolution procedures in accordance with Section 20.3 of this Article. Should either party fail to ratify the entire Agreement, then only those issues previously the subject of bargaining between the parties shall be subject to further negotiations and/or impasse resolution procedures, unless otherwise agreed by the parties.

B. This Agreement shall become effective when ratified by the Union and the Village Board of Trustees and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 20.5 Appendices and Amendments All appendices and amendments to this Agreement shall be numbered, dated and signed by the parties and subject to all the provisions of this Agreement.

Executed this 25 day of MAY, 2022.

VILLAGE OF RIVER FOREST:

Brian Murphy

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, LOCAL 2391:

{00712698.DOCX v. 1 }

APPENDIX A

Village of River Forest

Family and Medical Leave Policy

(as stated in Personnel Manual)

CHAPTER 6. UNPAID LEAVE

SECTION 6.1. FAMILY LEAVE (FMLA)

STATEMENT OF POLICY

In accordance with the Family and Medical Leave Act, effective August 5, 1993, the Village will grant job protected unpaid family and medical leave to eligible male or female employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

A. The birth of a child and in order for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken and completed within the 12-month period following the child's birth or placement with the employee):

or

B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or

C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

DEFINITIONS

A. "12-Month Period" - means a rolling 12-month period measured backward from the date leave is taken and continues with each additional leave day taken (i.e. each time an employee takes family/medical leave, the remaining leave entitlement would be the balance, if any, of the 12 weeks that has not been used during the immediately preceding 12 months).

B. "Spouse" – does not include unmarried domestic partners. If both spouses work for the Village, their total leave in any 12-month period shall be limited to any aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child, or to care for a sick parent.

C. "Child" – means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

D. "Incapacity" - means an inability to work, attend school, or perform other regular daily activities due to a serious health condition, treatment therefore, or recovery therefrom.

E. "Serious Health Condition" – means an illness, injury, impairment, or a physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (*i.e.,* an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

   A period of incapacity of more than three consecutive days (including any subsequent treatment or treatment or period of incapacity relating to the same condition), that also involves:

   1) *Treatment*[1] two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (*e.g.,* physical therapist) under orders of, or on referral by, a health care provider; *or*

   2) Treatment by a health care provider on a least one occasion which results in a *regimen of continuing treatment*[2] under the supervision of the health care provider.

3. Pregnancy

   Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

   A chronic condition which:

   1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

   2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

   3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

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[1] ***Treatment*** includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examination, eye examinations, or dental examinations.

[2] A ***regimen of continuing treatment*** includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regime of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

5. Permanent/Long-Term Conditions Requiring Supervision

   A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

   Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

COVERAGE AND ELIGIBILITY

A. To be eligible for family/medical leave, an employee must:

   1. Have worked for the Village for at least 12 months; and

   2. Have worked at least 1,250 hours over the previous 12-month period.

INTERMITTENT OR REDUCED LEAVE

A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule when medically necessary, to care for an immediate family member with a serious health condition, or because of a serious health condition of the employee.

   1. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

   2. At the sole discretion of the Village, an employee granted intermittent leave may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates the recurring periods of leave.

   3. Intermittent leave increments may not be shorter than the shortest period of time that the Village's payroll system uses to account for absences.

B. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child <u>only with the employee's Department Head's consent.</u>

C. For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a <u>pro rata</u> basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

SUBSTITUTION OF PAID LEAVE

A. An employee will be required to substitute accrued paid vacation leave, personal days, and/or sick leave if applicable, for any part of a family/medical leave taken for any reason. Substitution of sick leave will be required only when the purpose of the family/medical requested is a purpose for which the employee's department permits sick leave to be used.

B. When an employee has used accrued paid vacation leave, personal days, and/or sick leave if applicable, for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided over the immediately preceding 12 month period equals 12 weeks.

NOTICE REQUIREMENT

A. An employee is required to give thirty (30) days' notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form (see attached) should be completed by the employee, submitted to their Department Head who will then forward it to the Village Administrator. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.

B. If an employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days after the employee provides notice.

MEDICAL CERTIFICATION

A. For leaves taken because of the employee's, or a covered family member's serious health condition, the employee must submit a completed "Certification of Health Care Provider" form (see attached), submitted to the Department Head who will then forward it to the Village Administrator. Medical certification must be provided by the employee within 15 days after the employee's request for family/medical leave is filed, or as soon as is reasonably possible.

B. The Village may require:

1. A second or third opinion (at the Village's own expense) in accordance with the provisions of the Family and Medical Leave Act.

2. Periodic status reports on the condition of the employee or the covered family member.

3. Periodic status reports on the employee's intent to return to work.

4. A certification from the employee's attending physician that the employee is able to return to work.

C. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

EFFECTS ON BENEFITS

A. An employee granted a leave under this policy will continue to be covered under the Village group health insurance plan, life insurance plan and long-term disability plan under the same conditions as coverage would have been provided if he or she had been continuously employed during the leave period.

B. Employee contributions will be required either through payroll deduction (during substituted paid family/medical leave periods) or by direct payment to the Village (during unpaid family/medical leave periods). The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment and times that payments are due. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.

C. If an employee's contribution is more than thirty (30) days late, the Village Administrator may terminate the employee's insurance coverage.

D. If at its sole discretion the Village pays any portion of the employee contributions scheduled but missed by the employee while on leave, the employee will be required to reimburse the employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the Village to make such payments at its sole discretion and authorizing the subsequent repayment of such payment by payroll deduction.

E. If the employee fails to return from unpaid family/medical leave for reasons other than [1] the continuation of a serious health condition of the employee or a covered family member, or [2] circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the Village may seek reimbursement from the employee for the portion of the premiums paid by the Village on behalf of that employee (also known as the employer contribution) during the period of leave, as well as any employee contributions paid by the Village.

F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave except as required by State and Federal statutes.

JOB PROTECTION

A. If the employee returns to work at the end of the family/medical leave, he/she is entitled to be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

C. If the employee fails to return at the end of the family/medical leave, the employee may be dismissed or may be reinstated to his/her same or similar position at a later date only if available, in accordance with applicable laws.

FAMILY/MEDICAL LEAVE FORMS TO BE SUBMITTED BY THE EMPLOYEE

1) Request for Family/Medical Leave
2) Certification of Health Care Provider
3) Authorization for Payroll Deduction for Benefit Plan Coverage Continuation During A Family/Medical Leave of Absence
4) Fitness for Duty to Return from Leave