



# VILLAGE OF RIVER FOREST SPECIAL VILLAGE BOARD MEETING

Monday, April 29<sup>th</sup>, 2024 – 7:00 PM  
Village Hall – 400 Park Avenue – River Forest, IL 60305  
Community Room

## AGENDA

You may submit your written public comments via email in advance of the meeting to: [vbot@vrf.us](mailto:vbot@vrf.us). If you would like to speak during public comment, please email [lmabella@vrf.us](mailto:lmabella@vrf.us) by 4:00 PM on Monday, April 29<sup>th</sup>, 2024. Anyone may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 820 6367 6956 or by clicking the link here: <https://us02web.zoom.us/j/82063676956> To watch the livestream and access the meeting materials, please go to the Village website: <https://www.vrf.us/events/event/2756>

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcement
  - a. 2024 Police Officer of the Year Award
5. Consent Agenda
  - a. Village Board of Trustees Meeting Minutes – April 8<sup>th</sup>, 2024
  - b. Administration Department Report
  - c. Proclamation Designating May 5<sup>th</sup> – May 11<sup>th</sup>, 2024, as Compost Awareness Week
  - d. National Therapy Animal Day – Proclamation
  - e. Right of Way Agreement Property Owners at 553 Thatcher Avenue for an Underground Sprinkler System in the Public Right-of-Way
  - f. Contract Approval – Nexamp Solar, LLC – Community Solar Anchor Account
  - g. Approval of Contract – DeKind Computer Consultants – Village I.T. Consulting Services
  - h. Amendments to Chapter 9-6-9 of the River Forest Village Code-Schedule of Fines and Penalties (Vehicular Violations) – Ordinance
  - i. Approval of Collective Bargaining Agreements with International Association of Firefighters (IAFF) for Firefighters and Fire Lieutenants
  - j. Adoption of Fiscal Year 2024-2025 Compensation Plan – Ordinance
6. Consent Agenda Items for Separate Consideration
7. Recommendations of Boards, Commissions, and Committees
8. Unfinished Business
9. New Business
  - a. Park District Planned Development Introduction – Constitution Park
  - b. Adoption of the Fiscal Year 2025 Budget – Ordinance
10. Executive Session
11. Adjournment

**ADA Compliance:** Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village at least 24 hours in advance of the scheduled meeting in person at Village Hall by telephone at 708.366.8500 or by email: [mwalsh@vrf.us](mailto:mwalsh@vrf.us). Every effort will be made to allow for meeting participation.

**VILLAGE OF RIVER FOREST  
REGULAR VILLAGE BOARD OF TRUSTEES MINUTES  
April 8<sup>th</sup>, 2024**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, April 8<sup>th</sup>, at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue – River Forest, IL.

**1. CALL TO ORDER/ROLL CALL**

The meeting was called to order at 7:00 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Vazquez, Brennan, O’Connell, Bachner, Johnson and Village Clerk Keller

Absent: Trustee Gillis

Also Present: Fire Chief Thomas Gaertner, Deputy Fire Chief Bochenek, Police Chief James O’Shea, Deputy Police Chief James Greenwood, Finance Director Rosemary McAdams, Village Attorney Lance Malina, Human Resources Manager Trish Ivansek, Village Administrator Matt Walsh, Assistant Village Administrator Jessica Spencer, Deputy Clerk Luke Masella.

**2. PLEDGE OF ALLEGIANCE**

President Adduci led the pledge of allegiance.

**3. CITIZEN COMMENTS**

None.

**4.ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS**

Trustee O’Connell noted that the River Forest Bike Exchange is occurring that weekend.

Trustee Johnson highlighted the Bike Exchange Event.

Trustee Brennan reported that she will be attending the Bike Exchange Event as well and highlighted the River Forest Libraries’ Solar Eclipse event that occurred earlier in the day.

Clerk Keller had no comments for the record.

Trustee Vazquez had no comments for the record.

Trustee Bachner began her comments with a land acknowledgement. She also wished everyone a happy Solar Eclipse Day and highlighted an upcoming Pride and Inclusion event occurring on June 3<sup>rd</sup>, hosted by Lincoln Elementary School.

President Adduci noted enjoying watching the Eclipse at Keystone Park and highlighted the number of people out and about during the day.

## **5. PUBLIC HEARING - FY 2025 VILLAGE OPERATING BUDGET**

### **a. Presentation of Proposed FY 2025 Budget.**

Finance Director Rosemary McAdams and Village Administrator Matt Walsh gave a PowerPoint presentation of the Fiscal Year 2025 Village Operating Budget.

Trustee Vazquez asked if the usage of reserve funds is just a one-time event or does Staff see this becoming a more common occurrence in the future.

Director McAdams stated that she sees reserves only being used for one-time expenditures in the future.

Trustee Vazquez asked how much revenue the Village receives from grocery taxes.

Director McAdams stated around one million dollars.

Trustee Vazquez noted being worried about the loss of grocery tax revenue and wondered what the Village could do to recoup that lost revenue. He asked Director McAdams how long after the loss of revenue will the loss of funds be felt.

Director McAdams stated around three months.

President Adduci noted that the Illinois Municipal League is lobbying for a delay in the cancellation of the grocery tax and noted some avenues municipalities may take to recoup the lost revenue.

Trustee Bachner asked if there has been any discussion on the length of the potential delay.

President Adduci stated the length of the delay is currently being discussed now.

The Board discussed speculative tax revenues from cannabis.

Village Administrator Walsh discussed grant opportunities staff are hoping to utilize to lower costs for the 911 call center.

Trustee Bachner asked for clarification on the Police Department pre-hires costs.

Village Administrator Walsh explained the reasoning behind the inclusion of the pre-hire costs.

Trustee Johnson asked for clarification on the Police body camera costs.

Village Administrator Walsh provided an explanation of the various costs related to the cameras.

President Adduci asked if staff has considered increasing permit fees.

Village Administrator Walsh reported that staff are researching increasing permit fees.

b. Public Hearing – FY 2025 Village Operating Budget

Village Administrator Walsh read a statement into the record about the budget document and then asked if there were any public comments from the audience.

No public comments were made.

**MOTION** by Trustee Bachner to close the Public Hearing. Seconded by Trustee Vazquez.

**Roll call:**

Ayes: Trustees Vazquez, Bachner, Johnson, Brennan, O’Connell.

Absent: Trustee Gillis.

Nays: None

Motion Passes.

**6. CONSENT AGENDA**

- a. Village Board of Trustees Meeting Minutes – March 25<sup>th</sup>, 2024
- b. Village Board of Trustees Executive Session Meeting Minutes – March 25<sup>th</sup>, 2024
- c. Accounts Payable – March 2024 – \$1,557,019.57
- d. Financial Report – March 2024
- e. Administration Department Report
- f. Monthly Department Reports
- g. Budget Amendment – Fund Transfer
- h. A Right-of-Way Encroachment Waiver and Agreement for an Irrigation System in the Public Right-of-Way with the Property Owners at 546 Park Avenue
- i. Purchase Approval – Roof Top Unit (RTU) #3 Replacement – Cahill Heating Cooling Electric Plumbing and Sewer Inc – \$81,300.00
- j. Purchase Approval – LAMA Software – The Davenport Group – \$30,477.18

**MOTION** by Trustee O'Connell to approve Consent Agenda Items A-J. Seconded by Trustee Bachner.

**Roll call:**

Ayes: Trustees Vazquez, Bachner, Johnson, Brennan, O'Connell.

Absent: Trustee Gillis.

Nays: None

Motion Passes.

**7.RECCOMENDATIONS OF BOARDS, COMMISSIONS, AND COMMITTEES**

None.

**8.UNFINISHED BUSINESS**

None

**9. NEW BUSINESS**

- a. Appointment of Jack Bielak to the Office of Director of Public Works & Engineering.

**MOTION** by Trustee O'Connell to concur with the recommendation of the Village President to appoint Jack Bielak as the Director Public Works & Engineering, effective May 6, 2024. Seconded by Trustee Vazquez.

Jack Bielak discussed his background with the Board and noted being excited about starting the new position.

Trustee Brennan asked if the title of the position has changed compared to years past.

Village Administrator Walsh noted that the position has changed because some of the previous duties have been transitioned to the Assistant Village Administrator.

**Roll call:**

Ayes: Trustees Vazquez, Bachner, Johnson, Brennan, O'Connell.

Absent: Trustee Gillis.

Nays: None

Motion Passes.

**10.EXECUTIVE SESSION**

None

**11. ADJOURNMENT**

**MOTION** to adjourn by Trustee Vazquez. Seconded by Trustee Johnson.

Roll call:

Ayes: President Adduci, Trustees Vazquez, O’Connell, Bachner, Johnson, Brennan

Absent: Trustee Gillis.

Nays: None

The Village Board of Trustees Meeting adjourned at 8:00 p.m.

---

Jonathan Keller, Village Clerk

Date: \_\_\_\_\_



**MEMORANDUM**

Date: April 29<sup>th</sup>, 2024

To: President Adduci & Village Board of Trustees

From: Matt Walsh, Village Administrator

Subject: Administration Report

**Upcoming Public Meetings**

Wednesday, May 1	6:00pm	Economic Development Commission
Thursday, May 9	7:30pm	Zoning Board of Appeals
Monday, May 13	7:00pm	Village Board of Trustees

**Recent Payments of >\$10,000**

In accordance with the purchasing policy, the following is a summary of payments between \$10,000 and \$20,000 that have occurred since the last Board meeting:

<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
Al Warren Oil Co Inc	\$16,369.32	Fuel
Andy Frain Services In	\$15,189.24	February 2024 Crossing Guards
CDS Office Technologies Inc	\$14,337.00	PD Squad Laptops
ClientFirst Consulting Group	\$19,931.25	I.T Support Services
Bestco Hartford	\$11,523.58	Retiree Health Benefits
Division XI Mutual Aid	\$10,500.00	Annual MABAS Dues

<b>February 2024 Highlights</b>	
New Business Licenses	2
Freedom of Information Act Requests	10
Net New Email Subscribers (Past 30 days)	8



## PROCLAMATION DESIGNATING MAY 5 – 11, 2024, AS COMPOST AWARENESS WEEK

**WHEREAS**, Composting is an effective form of waste reduction, reuse, and recycling, and since organic materials make up approximately 30 percent of the material going to landfills, composting is becoming one of the primary methods communities use to reach waste diversion goals and create sustainable communities; and

**WHEREAS**, Organic residual materials, including yard trimmings, vegetable cuttings, biosolids, food scraps, manures, and hay shavings, have been composted and converted into a beneficial product known as compost; and

**WHEREAS**, Returning organic resources, remanufactured in compost, to the soil reduces water consumption by over 30 percent for all soil types, conserves water during extreme drought or flooding conditions, decreases dependence on chemical fertilizers and pesticides, and decreases erosion and nonpoint source pollution; and

**WHEREAS**, Communities, through their local governments, highway departments, soil conservation services, and public works professionals, can have positive impacts on clean water, soil, climate change, and landfill diversion by using compost for public works projects; and

**WHEREAS**, Composting creates green jobs and infrastructure for cities and states that implement composting programs; and

**WHEREAS**, International Compost Awareness Week, scheduled for May 5–11, 2024, is a multimedia publicity and educational initiative designed to showcase compost production and demonstrate compost use and is supported by compost industry organizations from around the world; and

**WHEREAS**, the theme for 2024 is "Compost... Nature's Climate Champion" as chosen by participating international partners incorporating the collective focus on one of the initiatives of the United Nations Sustainable Development Goals (SDG), which is "Take urgent action to combat climate change and its impacts."

**NOW, THEREFORE, I, CATHERINE ADDUCI**, President of the Village of River Forest, do hereby proclaim the week of May 5 through May 11, 2024 as "Compost Awareness Week" in the Village of River Forest.

**IN WITNESS, THEREOF**, I have hereto set my hand officially and caused to be affixed the seal of the Village of River Forest, this 29<sup>th</sup> day of April, 2024.

---

Catherine Adduci, Village President





## PROCLAMATION DESIGNATING APRIL 30<sup>TH</sup>, 2024 AS NATIONAL THERAPY ANIMAL DAY

**WHEREAS**, there are thousands of Pet Partners therapy animal teams serving in communities across the United States; and

**WHEREAS**, Pet Partners has designated April 30 as National Therapy Animal Day; and

**WHEREAS**, scientific research shows that interacting with therapy animals can reduce stress, relieve depression, slow heart rate, lower blood pressure, and strengthen the immune system; and

**WHEREAS**, therapy animal teams in the Village of River Forest play an important role in improving human health and well-being through the human-animal bond; and

**WHEREAS**, therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students, and those approaching end of life; and

**WHEREAS**, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need; and

**WHEREAS**, we encourage more pet owners to consider becoming Pet Partners volunteers to help our community by creating greater access to meaningful therapy animal visits.

**NOW, THEREFORE, I, CATHERINE ADDUCI**, President of the Village of River Forest, do hereby proclaim the April 30<sup>th</sup>, 2024, as "National Therapy Animal Day" in the Village of River Forest.

**IN WITNESS, THEREOF**, I have hereto set my hand officially and caused to be affixed the seal of the Village of River Forest, this 29<sup>th</sup> day of April 2024.

---

Catherine Adduci, Village President



**Village of River Forest**  
**Village Administrator's Office**  
400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

---

**MEMORANDUM**

---

Date: April 29, 2024

To: Catherine Adduci, Village President  
Village Board of Trustees

From: Seth Jansen, Management Analyst

Subj: License Agreement with Property Owners at 553 Thatcher Avenue for an Underground Sprinkler System in the Public Right-of-Way

---

**Issue:** Tyler Kirk, owner of the property located at 553 Thatcher Avenue, would like to install an underground irrigation system with certain components in the Village right-of-way and needs permission from the Village Board of Trustees to do so.

**Analysis:** The Village Code does not permit obstructions nor does it allow property owners to install anything in the public right-of-way, unless permission is granted by the Village typically through an agreement. The attached agreement is the standard document that is utilized by the Village for these matters.

In an effort to minimize Village expenses for private infrastructure within the public right-of-way that may be damaged/impacted as a result of capital improvement projects in the future, staff has developed a policy that all obstructions that are proposed for installation within the public right-of-way should require a Right-of-Way Encroachment Waiver and Agreement as a condition of permit approval. This will help avoid future damage to the infrastructure by allowing the Village to document the existence of these assets. This is similar to the process followed for any other private infrastructure proposed within public space (e.g. in-pavement heating elements, fences, decorative light pole).

**Recommendation:** Authorize the Village Administrator to execute a right-of-way encroachment waiver and agreement for an irrigation system in the public right-of-way with the property owner at 553 Thatcher Avenue.

**Attachment:** License Agreement with Property Owners of 553 Thatcher Avenue; Legal Description of 553 Thatcher Avenue

**THIS DOCUMENT WAS  
PREPARED BY, AND AFTER  
RECORDING RETURN TO:**

Village of River Forest  
400 Park Avenue  
River Forest, Illinois 60302  
Attention: Village Administrator

[The above space for recording purposes]

**RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT**

The undersigned(s) represent that Tyler Kirk is / are the legal owner ("Legal Owner") of real property commonly known as: 553 Thatcher Ave River Forest, Illinois 60305 PIN(S) #: 15-11-209-027-0000 ("Benefitted Property"), and a survey with the legal description of the Benefitted Property is attached and made a part hereof as "EXHIBIT A".

1. **Ownership.** Legal Owner is undertaking the following "Project" at the above stated Benefitted Property and on adjacent Village of River Forest ("Village") public right-of-way that will encroach on the public right-of-way: Thatcher Ave.

2. **Acknowledgment.** Legal Owner understands and acknowledges that the Village of River Forest Village Code does not permit any obstructions in the public right-of-way and does not allow for the placement of the Project underneath the public right-of-way without the Village's express permission.

3. **Repairs.** Legal Owner agrees that the Project placed by Legal Owner or an agent of Legal Owner for the benefit of the Benefitted Property, and which encroach upon the public right-of-way contiguous with the Benefitted Property, will be the responsibility of Legal Owner to maintain, repair, and replace if necessary, at Legal Owner's sole cost and expense, due to any damage by the Village, other public agencies or any other person, for whatever reason, including but not limited to excavation in the public right-of-way for the purposes of repairing a water main break, installation or replacement of a water main, water line, sewer main, sewer lateral line, or other utilities, replacement or reconstruction of the street, or due to normal wear and tear.

4. **Quality of Work.** Legal Owner agrees that any work to be performed on or underneath the public right-of-way shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations.



5. **Restoration.** Legal Owner agrees to be solely responsible for any and all costs of restoring any disturbances of the public right-of-way caused by its installation and use of the Project underneath the right-of-way, and any and all repairs or damage to the public right-of-way arising from the use, misuse or damage to same by Legal Owner, or its agents, employees, contractors, subcontractors, successors, invitees, permittees, or assigns, to the satisfaction of the Village. Upon completion of installation or any subsequent repair or maintenance of the Project, Legal Owner shall return the public right-of-way to good order, condition and repair. In the event Legal Owner fails, in a timely manner, to restore any disturbances or make any and all repairs of the public right-of-way as set forth above, the Village may make such restoration or repairs. In the event the Village makes such restorations or repairs, Legal Owner agrees to pay the costs of such restoration or repairs upon written demand, or the Village may remove the Project underneath the right-of-way and/or lien the Benefitted Property for the costs of such restoration or repair. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's restoration or repair of the public right-of-way or removal of the Project improvements.

6. **No Liens.** Legal Owner shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title or ownership of the public right-of-way.

7. **Removal.** If the Village, in its sole discretion, determines that further existence or use of the Project under the public right-of-way is, or will be, hazardous to the public or to the public right-of-way, Legal Owner agrees to, upon written notice by the Village, make modifications or remove the Project at Legal Owner's sole expense to make the Project and/or public right-of-way safe for, and compatible with, public use. In the event Legal Owner fails to make required modifications within a reasonable time frame, or if such modifications cannot be completed within said time frame or Legal Owner fails to begin working expeditiously to render the Project or public right-of-way safe for the public, the Village may make the necessary modifications or remove the Project. In the event the Village installs and / or makes the necessary modifications, Legal Owner shall pay the costs of such modifications or improvements upon written demand of the Village, or the Village may remove the Project underlying its right-of-way and/or lien the Benefitted Property for the costs of such modifications. Notwithstanding any term in this agreement to the contrary, the Village may remove the Project from the public right-of-way, at Legal Owner's cost and expense, in its sole discretion. Legal Owner waives all rights and claims of any kind against the Village arising out of the Village's modifications to the Project or the Public Right-of-Way or removal of the Project.

8. **Indemnification, Defense and Hold Harmless.** Legal Owner agrees and acknowledges that as a condition of the Village granting permission to utilize the public right-of-way abutting the Benefitted Property for the Project, Legal Owner covenants and agrees not to sue and to protect, indemnify, defend, and hold harmless the Village, and its elected officials, employees, agents, volunteers, and attorneys against any and all claims, costs, actions, losses, demands, injuries and expenses of whatever nature ("Claims"), including, but not limited to attorneys' fees, related to this agreement, the Project or the public right-of-way abutting the Benefitted Property and / or from acts or omissions by Legal Owner, its contractors, subcontractors, or agents or employees in maintaining the same and/or conjunction with the use of the public right-of-way abutting the Benefitted Property.



## Legal Description

South 60 feet (except the North 9 feet of the west 143 feet thereof) of Lot 35 and Lot 36 (except the South 105 feet thereof) in Folwer Bruner & Bodin's Subdivision of the West 26 ½ Acres of the Northwest ¼ of Section 12 and the East 13 ½ Acres of the Northeast ¼ of Section 11, lying North of Lake Street, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.





## Village of River Forest

Public Works  
400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

### MEMORANDUM

Date: April 29, 2024  
To: Catherine Adduci, Village President  
Village Board of Trustees  
From: Seth Jansen, Management Analyst  
Subj: Community Solar Anchor Account Contract

In January of 2024, the Village's energy consultant, Satori Energy, indicated that there was space available for an anchor account at a forthcoming community solar project. Anchor accounts for community solar projects are long term contracts focused on accounts with high energy usage.

The Village expressed interest and submitted information on the Village's four paid electricity accounts: the water pumping station, street lighting, alley lighting, and Madison St. lighting. Because other Village facilities electricity accounts are paid through the franchise fee levied upon residents, they are not eligible for the community solar program. In March of 2024, Nexamp Solar, LLC approved the Village of River Forest as a potential anchor account and began negotiating a contract with the Village.

Like the existing residential community solar program, the Village, as a customer, will receive monthly net metering credits on the supply portion of the electric bills for their portion of the solar power generated each calendar month. The community solar provider then bills the Village for 90% of the net metering credits to your credit card as the community solar subscription fee; this results in a 10% savings for the supply portion of the Village's electricity bills. This will result in projected savings of \$180,536 over the course of the 20-year contract with Nexamp.

Further, this contract will diversify the Village's portfolio of green energy and promote the use of community solar.

**Recommendation:** Motion to approve a contract with Nexamp Solar, LLC and authorize the Village Administrator to execute the contract agreement.

**Attachments:** Contract, Projected Savings

## CREDIT PURCHASE AND SALE AGREEMENT

This Credit Purchase and Sale Agreement (“*Agreement*”) is entered into as of \_\_\_\_\_, 2024 (the “*Effective Date*”) by and between Nexamp Solar, LLC, a Delaware limited liability company or its Affiliate (“*Seller*”), and Village of River Forest, an Illinois municipal corporation (“*Buyer*”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

### RECITALS

**WHEREAS**, Seller finances, develops, owns, operates, and maintains solar (PV) electric generation facilities; and

**WHEREAS**, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual representations, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

### ARTICLES I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

### ARTICLE II TERM

2.1 Term. The term of this Agreement (the “*Term*”) shall begin on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20<sup>th</sup>) anniversary of the Commercial Operations Date (the “*Termination Date*”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. This Agreement may be terminated before the Termination Date (the “*Early Termination Date*”):

- (a) by Seller, subject to Section 5.4, upon thirty (30) days’ notice to Buyer, if Seller, in its sole discretion, determines that (i) prior to the Construction Commencement Date, it should not construct the Facility or (ii) after the Construction Commencement Date it should abandon the Facility as a result of an event of Force Majeure;



- (b) by Seller, in accordance with section 4.1 (regarding conditions precedent);
- (c) by either Party, in accordance with Section 4.2 (regarding regulatory change); or
- (d) pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose before the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

### **ARTICLE III TITLE; COMMERCIAL OPERATION DATE**

#### **3.1 Title.**

- (a) Under no circumstances shall the Buyer have or retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign them to Seller, and if Buyer receives any payments for them it shall promptly pay them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Credits will pass from Seller to Buyer upon allocation of the Credits to Buyer's Utility Account(s).

3.2 Notice of Commercial Operations Date. Seller shall promptly notify Buyer in writing of the Commercial Operations Date.

### **ARTICLE IV CONDITIONS PRECEDENT; REGULATORY CHANGE**

4.1 Conditions Precedent. Seller's obligations under this Agreement are subject to the Facility's connection to the Utility pursuant to any laws, regulations or tariffs qualifying the Facility to generate Credits. Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority, or the Utility, including the Illinois Shines Community Solar Standard Disclosure Form or the Illinois Solar For All Community Solar Standard Disclosure Form, if applicable. If the Facility does not so qualify, then Seller may, but shall not be obligated to, terminate this Agreement by delivering notice to the Buyer. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice and Section 11.1 (Disputes) shall continue to apply notwithstanding such termination.

4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a

Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the Illinois Commerce Commission, the Utility, or any other Governmental Authority that (i) materially restricts Seller's ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer's ability to receive Credits, or (iii) disallows the Facility's qualification under laws, regulations or tariffs qualifying the Facility to generate Credits, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, the imposition of any non-bypassable charge(s) and/or utility rate designed to recover additional costs due to Buyer's purchase or receipt of the Credits, shall not trigger the obligation to amend this Agreement under this Section 4.2.

## **ARTICLE V PURCHASE AND SALE OF CREDITS; GOVERNMENTAL CHARGES**

5.1 Sale and Purchase of Credits. Beginning on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller the Credits and to pay the Price multiplied by the Quantity. Price is stated on Exhibit A, attached hereto and incorporated herein.

5.2 Delivery; Indemnification. Seller shall, in its sole discretion, direct the Utility to deliver the Credits to Buyer under the State Program.

- (a) To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer's Utility Account(s) (as determined by a process established by the Utility pursuant to the Tariff or other similar rules adopted by the Utility).
- (b) Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer's Utility Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Utility Statement according to the Utility's billing cycle, which may be up to approximately two (2) months after the Facility generates the Energy associated with the Credits.
- (c) Seller will attempt to correct any Utility allocation error and Buyer agrees to cooperate in a timely manner as needed.

5.3 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to the sale of Credits hereunder, whether imposed before, upon or after the allocation and delivery of Credits to Buyer.

- (b) The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. If any Credits sales are exempted from or not subject to one or more Governmental Charges, the relevant Party shall, promptly upon the other Party's written request, provide the other Party with all necessary documentation to evidence the exemption or exclusion.

#### 5.4 Contract Adjustments.

- (a) If the Seller determines in its sole discretion that it's beneficial to submit a revised Exhibit A and B designating a new Facility or Multiple Facilities to satisfy the Buyer's subscription requirements, then Seller may submit a revised Exhibit A and B designating a new Facility or Facilities and this Agreement shall be modified to account for the revisions, provided that the alternate Facility (i) are located within the same Utility service territory (ii) have Commercial Operation Date(s) that are not substantially later than is anticipated for the original Facility (iii) satisfy the program qualification requirements, and (iii) do not materially change the estimated Quantity to be delivered to the Buyer. If the Seller chooses to designate multiple facilities to satisfy the Buyer's subscription requirements for the estimated Quantity, then Buyer will be required to execute additional credit purchase and sale agreements in the same form as this Agreement for each additional Facility designated by Seller.
- (b) Buyer may request in writing an update to the Utility Accounts, and upon consent by Seller (such consent not to be unreasonably withheld, conditioned, or delayed), such updated Utility Accounts shall automatically become effective ninety (90) days after Seller's consent. Buyer represents that all Utility Accounts are for subsidiaries or Affiliates of Buyer for which Buyer is duly authorized to execute on behalf of. Notwithstanding the above, any requested amendments must be to Utility Accounts within the same [utility area / load zone] and the aggregate Purchase Percentage shall not be adjusted. Buyer further acknowledges that all invoices and payments for Credits with respect to allocations made to Utility accounts prior to the effective date of any updated Utility Account list shall not be affected by any such update or amendment.

## ARTICLE VI PAYMENT

### 6.1 Payment.

- (a) Beginning with the first Billing Period that Seller delivers Energy to the Utility, Seller shall provide an invoice to Buyer (the "**Invoice**") for the amount due based on the Price multiplied by the Quantity.
- (b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee

by electronic funds transfer (or other means agreeable to Seller) to the account designated by Seller within thirty (30) days following Buyer's receipt of each Invoice. If Buyer does not pay an Invoice within thirty (30) days of receiving the Invoice, the amount due on the Invoice shall bear interest from the date on which the payment was due, through and including the date Seller receives the payment. The annual interest accrual rate is the Interest Rate.

- (c) Before the Commercial Operations Date, Buyer shall take all actions necessary to allow Seller to electronically access, for the Term, the Utility Statement(s) and account information solely for purposes of fulfilling Seller's obligations under this Agreement.
- (d) The Parties shall resolve Invoice disputes according to Section 6.3 (Invoice Disputes).

## 6.2 Records and Audits.

- (a) Seller shall maintain accurate operating records in order to properly administer this Agreement.
- (b) Each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit the other Party to verify the accuracy of billing statements, invoices, charges, computations, and payments for the transaction. During these periods each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records regarding the transactions during the other Party's normal business hours.

## 6.3 Invoice Disputes; Invoice Discrepancies.

- (a) If a Party, in good faith, disputes an Invoice, including disputes under Section 6.3(b), the disputing Party shall promptly notify the other Party of the basis for the dispute and Buyer shall pay the undisputed portion of the Invoice no later than the due date. Any required payment shall be made within seven (7) Business Days of resolving the dispute. Any overpayments shall be returned by the receiving Party promptly following the request or, deducted from subsequent payments with interest accrued at the Interest Rate, at the option of the overpaying Party. The Parties may only dispute amounts owed or paid within twenty-four (24) calendar months from the Invoice date. If the Parties are unable to resolve an Invoice dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).
- (b) If the Parties determines that the value of Credits reflected on an Invoice is different than the value of Credits allocated to Buyer's Utility Account(s), and that the discrepancy is due to an issue related to the Meter, Seller shall use commercially reasonable efforts to resolve the issue with the Utility. If the discrepancy is due to an accounting or administrative error by the Utility, Buyer, as the Utility Account holder, and with Seller's cooperation, shall resolve the discrepancy with the Utility.

**ARTICLE VII  
REPRESENTATIONS, WARRANTIES, COVENANTS**

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of the state in which the Party is organized and is authorized to conduct business in the State of Illinois.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in material compliance with Applicable Law.

7.2 The Parties acknowledge and agree that, for purposes of this Agreement, Seller is not a “utility” as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

To the extent the financial statements are not publicly available, or if Buyer’s credit rating is withdrawn or greater than two years old, Seller may request upon reasonable notice to Buyer, and Buyer shall then provide to Seller, a copy of the most recent year’s financial statements for Buyer.

**Article VIII  
TERMINATION; DEFAULT**

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party’s time to do so shall be extended by the time reasonably necessary to cure the same.

(c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.

(d) The Party:

i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);

ii. makes a general assignment, arrangement, or composition with or for the benefit of its creditors; or

iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

(a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.

(b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Credits generated after that termination date.

**ARTICLE IX  
REMEDIES; LIMITATION OF LIABILITY; WAIVER**

9.1 Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may sell Credits produced by the Facility to persons other than Buyer, and recover from Buyer any loss in revenues including as a result from such sales; and/or pursue other remedies available at law or in equity. Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party shall take commercially reasonable actions available to it to mitigate damages it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Waivers.

(a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer unless the waiver is in writing and signed by the Party against whom it is to be enforced or such Party's agent. A Party's consent or approval to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. A Party's failure to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any Party's right or remedy specified herein or any other right or remedy a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

(b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

## ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion.

### 10.2 Collateral Assignment; Financing Provisions:

(a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Seller will provide written notice to Buyer of any collateral assignment to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:

(i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests



under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third-Party Beneficiary. Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements (ii) provide such opinions of counsel as may be

reasonably requested by Seller and/or Lender in connection with such financing or sale of the Facility and (iii) within ten (10) days after Seller's written request, execute and deliver to Seller (or such parties as Seller shall designate, including a Lender) written estoppel certificates attesting to certain facts regarding the status of the Agreement and relationship of the Parties.

- 10.3 Obligation to Modify Agreement. If a Lender or the Seller requires this Agreement to be modified to finance, develop or operate the Facility, and the modification does not (i) materially restrict Seller's ability to deliver Credits to Buyer, (ii) materially restrict Buyer's ability to receive Credits, (iii) materially diminish the Credit value to Buyer, or (iv) disallow the Facility's community solar qualification under Applicable Laws and regulations or eligibility as a Community Solar Project, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion. If the Parties, negotiating in good faith, cannot agree on the amendments, Seller may terminate this Agreement, or, if Seller determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Seller may terminate the Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination.

## **ARTICLE XI DISPUTE RESOLUTION**

- 11.1 Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

- (a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between a senior executive of Seller, and a senior executive of Buyer, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.
- (b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute.

The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(c) Arbitration.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall (except as provided in Section 11.2(d)) be settled by binding arbitration between the Parties conducted in Chicago, Illinois, or such other location mutually agreeable to the Parties, applying the laws of the State of Illinois without regard to conflict of law principles, and in accordance with the Commercial Arbitration Rules of the AAA in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "**Responding Party**"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the

Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

- (d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.
- (e) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

## **ARTICLE XII MISCELLANEOUS**

12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses:

If to Seller: Nexamp Solar, LLC  
ATTN: Asset Management  
101 Summer Street, 2nd Floor  
Boston, MA 02110  
Email: Assetmgmt@nexamp.com

With a copy to: Nexamp, Inc.  
ATTN: General Counsel  
101 Summer Street  
Boston, MA 02110  
Email: legal@nexamp.com

If to Buyer: Village of River Forest  
ATTN: Matt Walsh  
Village Administrator  
400 Park Avenue  
River Forest, IL 60305  
Email: mwalsh@vrf.us

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, and to the extent allowed by law, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent; provided that Seller may disclose the existence of this Agreement with Buyer to lenders and potential financing parties.

- (a) Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, lenders and financing parties, representatives, agents and employees who have a need to know related to this Agreement.
- (b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall promptly notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being

disclosed or otherwise becoming part of the public domain.

(c) Notwithstanding the foregoing, Seller understands and acknowledges that Buyer is a public body subject to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) (“FOIA”), and it shall not be a violation of this Section 12.2 for Buyer to disclose Confidential Information to any third party in response to a lawful request for said information pursuant to FOIA, provided however, to the extent permitted by law, Buyer shall promptly notify Seller of the required disclosure. Further, notwithstanding the foregoing, Seller understands and acknowledges that Buyer is a public body and has been required to deliberate and discuss this Agreement, and to vote on an Ordinance authorizing and approving the Agreement at a City Council meeting of Buyer open to the public in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq) and that the vote of the City Council on final approval and adoption of the authorizing ordinance has been taken after this Credit Purchase and Sale Agreement was placed on file for public inspection for not less than one week prior to approval and adoption (65 ILCS 5/4-5-13).

- 12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 11 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.
- 12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law.
- 12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 12.6 Press Releases. The Parties shall cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits and no Party shall issue any public announcement or statement with respect to the foregoing without the prior written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed.
- 12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture,

partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other to effect or confirm transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.

12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

12.12 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement. This Section 12.12 shall not limit the right of a Lender pursuant to Section 10.2.

IN WITNESS WHEREOF, the Parties executed this Credit Purchase and Sale Agreement under seal as of the Effective Date.

**BUYER**

**Seller**

**Village of River Forest**

**Nexamp Solar, LLC**

**on behalf of itself and all  
Utility Account holders**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Glossary of Terms**

“***Affiliate***” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“***Applicable Law***” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, constructing, operating, and owning the Facility, and selling and purchasing Credits.

“***Billing Period***” shall mean as defined in the applicable Tariff pursuant to which the Facility becomes qualified to receive Credits.

“***Business Day***” means a day on which Federal Reserve member banks in Boston, MA are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“***Commercial Operations***” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law to install and operate the Facility, (ii) the Facility is able to generate and supply electricity to the Utility’s electricity distribution system, (iii) Seller has completed or obtained all Facility-related equipment and rights, if any, to allow regular Facility operation, and (iv) if applicable and to the extent required, the Utility has approved the Facility’s interconnection with the electricity distribution system to allow regular Facility operation.

“***Commercial Operations Date***” means the date on which the Facility achieves Commercial Operations.

“***Community Solar Project***” encompasses any distributed generation facility using solar photovoltaic technology and from which the value of the solar electricity may be shared with qualified offtakers in a particular market in accordance with local laws and regulations and subject to the State Program.

“***Confidential Information***” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-



confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) is disclosed by the disclosing Party to a third party without a duty of confidentiality; and (f) is disclosed by the receiving Party with the written permission of the disclosing Party's prior written approval.

**“Construction Commencement Date”** means the date of commencement of site preparation or construction activities on the property upon which the Facility is located.

**“Credits”**, means the bill credits from a Community Solar Project that are applied toward a participant's utility account.

**“Credit Value”** means the dollar per kilowatt value (\$/kWh) and shall be determined in accordance with local laws and regulations and the applicable Tariff, for the relevant Billing Period.

**“Energy”** means the amount of electricity the Facility generates over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

**“Environmental Attribute”** means GIS Certificates, Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Credits.

**“Facility”** means a solar (PV) power electrical generation facility generally identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant equipment required to interconnect the Facility to the Utility's electric distribution system.

**“Force Majeure”** means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity (including permitting delays); acts or failures to act of the Utility, including disconnections of the Facility from the Utility system or delays in interconnection; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

**“Governmental Authority”** means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

**“Governmental Charges”** means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, Utility, or other similar entity, on or with respect to the Credits, but does not include any non-bypassable charge(s) designed to recover additional costs due to Buyer’s purchase or receipt of the Credits, and/or any similar utility rate or any charge imposed in its place, regardless of how named or characterized.

**“Interest Rate”** means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal, or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

**“Lender”** means the entity or person(s) (or any affiliate of any thereof) from time to time providing any debt or equity financing or refinancing to the Seller or any affiliate thereof or otherwise for the construction of, expansion of, and/or operation and maintenance of, the Facility, and any successors, assigns, agents, or trustees thereof, including any lessor.

**“Meter”** means the meter furnished and installed by the Utility to measure the electricity delivered by the Utility to the Facility and delivered by the Facility to the Utility.

**“Price”** is defined on Exhibit A.

**“Purchase Percentage”** is defined on Exhibit A.

**“Quantity”** means quantity of Credits purchased by Buyer, measured in kWh, associated with the Energy generated by the Facility during the relevant Term or Billing Period (as determined pursuant to applicable law, regulation and Tariff), multiplied by the Purchase Percentage.

**“Renewable Energy Certificate”** or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product

associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Tax Attributes and the Credits.

**“State Program”** means either the (i) revised Illinois Power Agency 2022 Long-Term Renewable Resources Procurement Plan (as approved by the Illinois Commerce Commission), filed in accordance with the Illinois Power Agency Act (20 ILCS 3855 and the Illinois Public Utilities Act (220 ILCS 5): Adjustable Block & Community Renewable Generation Programs, or (ii) and/or Community Renewable Generation Projects, available through Ameren's NM 2 tariff, and/or ComEd's Rider POGCS, as amended and approved by the Illinois Commerce Commission on January 13, 2022, in accordance with 220 ILCS 5/16-107.5(l) or (iii) any other successor or similar program applicable to the Facility.

**“Tariff”** means the applicable Utility tariff as approved by the Illinois Commerce Commission or any other applicable agency or entity, together with any subsequent amendments and approvals thereto.

**“Tax Attributes”** means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Credits.

**“Utility”** means Commonwealth Edison

**“Utility Account(s)”** means the Utility accounts designated by Buyer and identified to the Utility by the Seller pursuant to applicable regulation.

**“Utility Statement(s)”** means the statements from the Utility, which accompanies the Buyer's Utility Account(s).

## **EXHIBIT A**

### **PRICE; and PURCHASE PERCENTAGE**

“*Price*” means an amount equal to ninety percent (90%) of the Credit Value for that Billing Period,

“*Purchase Percentage*” equals ten percent (10%) of the Energy generated during the relevant Billing Period.

## **EXHIBIT B**

### **FACILITY**

**A Facility** is the approximately 5 MW (AC) solar (PV) power electrical generation facility located within the Utility service territory.

## Village of River Forest

Projected Savings	
Average Annual	\$9,027
20 Years	\$180,536

Assumptions	
Project Location	Monee, IL
Village of River Forest Allocation (MW DC)	0.687
Annual Credit Value	\$0.071/kWh
Credit Rate Escalation	2.00%

**Memo**

Nexamp is pleased to offer the Village of River Forest a spot in a solar project currently under development in Monee, IL. The City will receive a guaranteed 10% discount to the solar credits generated by the farm. The estimated annual savings for the Village is over \$9,000 and the total estimated savings across the full term of the agreement is over \$180,000.

System Year	kWh Produced Annually	Expected Credit Rate (\$/kWh)	Bill Credit Value	Fixed Discount	Credit Purchase Price	Savings	Cumulative Savings
1	1,095,204	\$0.07100	\$77,759	10.0%	\$69,984	\$7,776	\$7,776
2	1,090,276	\$0.07242	\$78,958	10.0%	\$71,062	\$7,896	\$15,672
3	1,085,369	\$0.07387	\$80,174	10.0%	\$72,157	\$8,017	\$23,689
4	1,080,485	\$0.07535	\$81,410	10.0%	\$73,269	\$8,141	\$31,830
5	1,075,623	\$0.07685	\$82,665	10.0%	\$74,398	\$8,266	\$40,097
6	1,070,783	\$0.07839	\$83,938	10.0%	\$75,545	\$8,394	\$48,490
7	1,065,964	\$0.07996	\$85,232	10.0%	\$76,709	\$8,523	\$57,014
8	1,061,167	\$0.08156	\$86,545	10.0%	\$77,891	\$8,655	\$65,668
9	1,056,392	\$0.08319	\$87,879	10.0%	\$79,091	\$8,788	\$74,456
10	1,051,638	\$0.08485	\$89,233	10.0%	\$80,310	\$8,923	\$83,379
11	1,046,906	\$0.08655	\$90,608	10.0%	\$81,547	\$9,061	\$92,440
12	1,042,195	\$0.08828	\$92,005	10.0%	\$82,804	\$9,200	\$101,641
13	1,037,505	\$0.09005	\$93,422	10.0%	\$84,080	\$9,342	\$110,983
14	1,032,836	\$0.09185	\$94,862	10.0%	\$85,376	\$9,486	\$120,469
15	1,028,188	\$0.09368	\$96,324	10.0%	\$86,691	\$9,632	\$130,101
16	1,023,562	\$0.09556	\$97,808	10.0%	\$88,027	\$9,781	\$139,882
17	1,018,956	\$0.09747	\$99,315	10.0%	\$89,384	\$9,932	\$149,814
18	1,014,370	\$0.09942	\$100,846	10.0%	\$90,761	\$10,085	\$159,898
19	1,009,806	\$0.10141	\$102,400	10.0%	\$92,160	\$10,240	\$170,138
20	1,005,261	\$0.10343	\$103,978	10.0%	\$93,580	\$10,398	\$180,536

20-Year Savings	\$180,536
-----------------	-----------



**Village of River Forest**  
**Village Administrator's Office**  
400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

---

**MEMORANDUM**

---

Date: April 29, 2024

To: Matt Walsh, Village Administrator

From: Jessica Spencer, Assistant Village Administrator

Subj: Approval – IT Contract

---

**Issue:** Staff seeks to transition to a new Information Technology consultant, DeKind Computer Consultants.

**Background:** The Village has been utilizing an outside consultant to perform Information Technology tasks, and this continues to be a positive solution for staff. The Village has been contracting with our current vendor since 2016 and has enjoyed the breadth of knowledge that outsourcing that IT services provides. Completing functions such as maintaining the day-to-day needs of the Village's networks, ensuring security measures, and other IT related tasks are completed helps staff to focus on the tasks to best support the residents. With all the additional public safety technology innovations, including the recent approval of the body cameras and dash camera systems, it became apparent that the staff should once again review the marketplace for IT consultants to identify one that could perform these functions for the Village. In late March, a Request for Proposals (RFP) for IT Services was published and the Village received nine (9) submissions:

Interdev  
Prescient Solutions  
Enhanced Networks  
SoftSages Technology  
Cogent Infotech  
ProvenIT  
LeadingIT  
DeKind Computer Consultants  
Orbis

A review committee was created who reviewed all nine proposals. Of that group, two contracts stood out and were invited for in-person interviews, giving Village staff an opportunity to meet those who would be supporting this account upon execution of the contract. After careful

consideration of the proposals and interviews, staff recommends a contract with DeKind Computer Consultants for IT Consulting Services.

DeKind Computer Consultants distinguished themselves through their extensive experience in supporting first responders and the requisite technology. Led by Brian DeKind, an active police officer and former paramedic, the company has a strong track record of assisting departments transitioning to Axon platforms for body cameras, a transition the Village is presently undergoing. Their technicians boast a commendable knowledge base and commit to addressing most staff inquiries or IT needs promptly, often within a few hours, regardless of the time of contact. In response to the RFP, DeKind will deploy a technician onsite three days a week to promptly address emerging concerns. Moreover, they offer a distinctive service approach, permitting unused service hours to carry over from one month to the next. This flexibility allows technicians to depart Village Hall during periods of low support ticket volume, with unused hours saved for deployment during emergencies or peak demand times.

**Budget Implications:** This contract will be paid out of the General Fund.

**Request for Board Action:** If the Village Board wishes to approve the contract, the following motion would be appropriate:

*Motion to authorize the Village Administrator to sign a contract with DeKind Computer Consultants for IT Consulting Services, pending final attorney review.*

**Documents Attached:**

- DeKind Contract



## **Service Agreement for Network Maintenance**

Date: 5/1/2024

This document, when signed by both parties shall be a valid and binding agreement between the Village of River Forest, having offices at 400 Park Avenue River Forest, Illinois (hereinafter "Client") and DeKind Computer Consultants (hereinafter "Agency") in which the Agency agrees to provide computer services (the "Project") for Client.



**DEKIND**  
*Computer Consultants*

### **1. Description of the Project**

The Project will consist of the computer and network services as described in the Agency's Service portion of this document.

### **2. Agency's Service**

Agency will perform the following services: (a) any setup, configuration and/or maintenance to Client computers within 108 monthly pre-purchased hours. Hardware and software costs are not included in this agreement. Any time over 108 hours per month will be invoiced according to section (5) of this Agreement.

### **3. Timing, Delivery, and Implementation**

Work will begin upon receipt of: (a) this signed agreement, (b) signed quotations, and (c) payment for the initial deposit as outlined in this agreement. Agency is not responsible for delays beyond its control, including delays due to subcontract work and/or Client delays.

### **4. Compensation**

Agency's compensation for its services hereunder shall be \$11,340.00 U.S per month (the "Fee") for the first 108 hours of service. Any hours incurred by Agency over the 108 pre-purchased hours in one month will be invoiced separately at the Agency's standard service rate (Standard Service Rate) at that time. Agency's current Standard Service Rate is \$135 per hour. Agency agrees to provide client with 30 days written notice prior to increasing the Standard Service Rate. All fees are per hour per technician unless technician is classified as 'in training'. Client agrees to pay a fuel surcharge at a discounted rate on each trip to the client location. Agency's current fuel charge is \$16.00. Agency agrees to waive any same-day response fees for the entire Term of this Agreement. Agency agrees to waive any emergency-page fees for the entire Term of this Agreement.

### **5. Payment Schedule**

Client shall remit Fee to Agency as follows: \$11,340.00 U.S upon execution of this agreement. This is all labor charges for the first month of service. An additional \$11,340.00 U.S will be due on the 1<sup>st</sup> of every consecutive month. Any other fees or charges for additional work or materials will be invoiced by Agency and become due and payable within 30 days of Agency's invoice. In the event that prepayment of the monthly hours is not received by the 6<sup>th</sup> of the month, discounts applied to the Agency's Standard Service Rate as set forth in Section 4 of this agreement will be voided for that month's pre-purchased hours.

### **6. Cancellation**

In the event of cancellation by the Client, it is hereby agreed that the difference between the Client's rate and the rate set forth in this agreement be repaid retroactive to the start of this agreement. Fees including same-day service fees and emergency-page fees will be invoiced retroactive to the start of this agreement. This sum is due and payable in full upon cancellation of the agreement. This agreement will renew for continued additional 12-month terms ("automatic annual renewal") provided neither party provides a 60-day notice prior to the annual renewal date (April 30th) with intent to cancel. This sum is agreed to by both parties.





## RIVER FOREST POLICE DEPARTMENT

400 Park Avenue • River Forest, IL 60305 • 708-366-8500 • Fax 708-366-3702

### Village of River Forest

**JAMES O'SHEA**  
Chief of Police

### POLICE DEPARTMENT MEMORANDUM

**TO:** Matthew Walsh - Village Administrator  
**FROM:** James O'Shea - Chief of Police  
**DATE:** April 29, 2024  
**SUBJECT:** Amendments to Chapter 9-6-9 of the River Forest Village Code-  
 Schedule of Fines and Penalties

**Issue:** The Village has not amended the schedule of fines and penalties associated with violations of vehicular standing, parking, or compliance regulations since 2011.

**Analysis:** Currently, the Village Code allows for fines and penalties for these violations on the following schedule:

- \$30.00 before the 1<sup>st</sup> hearing date
- \$50.00 after the 1<sup>st</sup> hearing date but before 2<sup>nd</sup> hearing date
- \$100.00 after the second hearing date.

The fines and penalties have not been amended since 2011. During the budgeting process, staff evaluates revenue sources. Research of fines and fees assessed by neighboring jurisdictions was conducted and revealed that the base fine is typically \$50.00. Increasing the violation fee should deter violators. The initial fine amounts from other jurisdictions are listed below:

Bellwood	\$50	Cicero	\$50	LaGrange Park	\$40	Oak Park	\$33
Berkeley	\$30	Elmwood Park	\$50	Maywood	\$45	River Grove	\$50
Berwyn	\$50	Forest Park	\$40	Melrose Park	\$50	Riverside	\$50
Broadview	\$50	Franklin Park	\$50	North Riverside	\$50	Stone Park	\$25
Brookfield	\$50	Hillside	\$25	Northlake	\$50	Westchester	\$35

Average \$43.65

The percent difference between the 1<sup>st</sup> and 2<sup>nd</sup> hearing date is 60%, and 2<sup>nd</sup> and 3<sup>rd</sup> hearing is 100%. Following the current percent difference and recommended increase, the schedule of fines and fees is:

- \$45.00 before the 1<sup>st</sup> hearing date
- \$75.00 after the 1<sup>st</sup> hearing date but before 2<sup>nd</sup> hearing date
- \$150.00 after the second hearing date.

**Recommendation:** If the Village Board of Trustees wishes to approve this Ordinance, the following motion would be appropriate:

**Motion to Approve this Ordinance Amending Chapter 9-6-9 of the River Forest Village Code with Regards to the Schedule of Fines and Penalties.**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 9-6-9 OF THE RIVER FOREST VILLAGE CODE WITH REGARD TO SCHEDULE OF FINES AND PENALTIES**

**WHEREAS**, the Village of River Forest (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

**WHEREAS**, Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, grants the Village the authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities;” and

**WHEREAS**, the Village desires to amend the Village of River Forest Village Code (“Village Code”) with respect to the Schedule of Fines and Penalties; and

**WHEREAS**, the President and Board of Trustees recognize the need to amend, update and clarify the existing regulations from time to time; and

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

**SECTION 1:** That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

**SECTION 2:** That Village Code is hereby amended as follows:

**Amendment 1:**

Section 9-6-9.A. of the Village Code is hereby amended to read as follows, with additions underlined and deletions struck through:

**9-6-9: SCHEDULE OF FINES AND PENALTIES:**

A. The fines and penalties which shall be imposed for the violation of vehicular standing, parking, or compliance regulation violations shall be as follows:

FINE PAYMENT SCHEDULE

Fine Schedule	General Fine Amount	Handi-capped Fine Amount	Vehicle Compliance Fine Amount
Step 1: Upon service of a violation notice issued and paid prior to or on the commencement of the first hearing date the fine amount shall be:	<del>\$45.00</del> <del>\$30.00</del>	\$350.00	<del>\$45.00</del> <del>\$30.00</del>
Step 2: Having failed to pay the fine amount specified in step 1 prior to or on the first hearing date, the fine amount, if paid prior to the second hearing date, shall be:	<del>\$75.00</del> <del>\$50.00</del>	350.00	<del>\$75.00</del> <del>\$50.00</del>
Step 3: Having failed to pay the fine amount specified in step 2 prior to or on the second hearing date, the fine amount, if paid prior to the third hearing date, shall be:	<del>\$150.00</del> <del>\$100.00</del>	350.00	<del>\$150.00</del> <del>\$100.00</del>

**SECTION 3:** That all ordinances, or parts of ordinances in conflict with this Ordinance, are hereby expressly repealed.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, by a vote of a majority of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

Passed on a roll call vote of the Corporate Authorities on the 29<sup>th</sup> day of April, 2024.

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

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

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

**ATTEST:**

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

**APPROVED** by me this 29<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
Village President

APPROVED and FILED in my office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
and published in pamphlet form in the Village of River Forest, Cook County, Illinois



**Village of River Forest**  
**Village Administrator's Office**

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

**MEMORANDUM**

Date: April 29, 2024

To: Matt Walsh, Village Administrator

From: Trish Ivansek, HR Manager

Subj: Approval of Collective Bargaining Agreement with Local 2391 of the International Association of Firefighters, AFL-CIO, CLC (5/1/2024-4/30/2027) and the Collective Bargaining Agreement with Local 2391 of the International Association of Firefighters, AFL-CIO, CCL Fire Lieutenants

**Issue:**

The collective bargaining agreements with the International Association of Firefighters Local 2391 for both firefighters/ paramedics and the lieutenants are due to expire on April 30, 2024. A successor agreement has been successfully negotiated with this bargaining unit and a tentative agreement has been reached. This agreement is now being presented to the Village Board of Trustees for ratification.

**Analysis:**

The initial negotiations began on February 14, 2024. The staff looked at more than 15 villages to compare our current contract and the union's proposed contract. Staff found that our starting rate of pay for a new firefighter/ paramedic was lower than other comparable villages. The attached contract includes changing the current step 1 to the current step 2 and increasing the pay by 3.25% for both firefighter/paramedics and lieutenants. We were able to reach a tentative agreement prior to expiration of the current contract. The union voted to ratify the contract on April 23, 2024.

**Request for Board Action:**

That the Village Board of Trustees vote in open session to ratify the collective bargaining agreements with the International Association of Firefighters Local 2391 for firefighters and lieutenants.

**Document(s) Attached:**

- Collective bargaining agreement between the Village of River Forest, Illinois and the Local 2391 of the International Association of Firefighters, AFL-CIO, May1, 2024, through April 30, 2027.
- Collective bargaining agreement between the Village of River Forest, Illinois and the Local 2391 of the International Association of Firefighters, AFL-CIO, Fire Lieutenants May1, 2024, through April 30, 2027.



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, 2024 THROUGH APRIL 30, 2027

## **1400.1 TABLE OF CONTENTS**

- 1400.2 - ARTICLE I PREAMBLE
- 1400.3 - ARTICLE II RECOGNITION
  - 1400.3.1 - Section 2.1 Recognition
  - 1400.3.2 - Section 2.2 Fair Representation
  - 1400.3.3 - Section 2.3 Union Officers
- 1400.4 - ARTICLE III UNION SECURITY AND RIGHTS
  - 1400.4.1 - Section 3.1 Maintenance of Membership
  - 1400.4.2 - Section 3.2 Payroll Deduction of Union Dues
  - 1400.4.3 - Section 3.3 Union Indemnification
- 1400.5 - ARTICLE IV MANAGEMENT RIGHTS
- 1400.6 - ARTICLE V HOURS OF WORK AND OVERTIME
  - 1400.6.1 - Section 5.1 Application of Article
  - 1400.6.2 - Section 5.2 Normal Work Period and Workday
  - 1400.6.3 - Section 5.3 Changes in Normal Work Shifts and Workday
  - 1400.6.4 - Section 5.4 Overtime Pay
  - 1400.6.5 - Section 5.5 Hire or Call Back
  - 1400.6.6 - Section 5.6 Hold Over or Shift Work Retention
  - 1400.6.7 - Section 5.7 Required Overtime
  - 1400.6.8 - Section 5.8 Employee Shift Substitution
  - 1400.6.9 - Section 5.9 Kelly Days
  - 1400.6.10 - Section 5.10 No Pyramiding
- 1400.7 - ARTICLE VI GRIEVANCE PROCEDURE
  - 1400.7.1 - Section 6.1 Definition
  - 1400.7.2 - Section 6.2 Procedure
  - 1400.7.3 - Section 6.3 Arbitration
  - 1400.7.4 - Section 6.4 Limitations on Authority of Arbitrator
  - 1400.7.5 - Section 6.5 Employee Right to Self-Representation
  - 1400.7.6 - Section 6.6 Time Limit for Filing
  - 1400.7.7 Section 6.7 Processing of Grievances
- 1400.8 ARTICLE VII NO STRIKE -NO LOCKOUT
  - 1400.8.1 - Section 7.1 No Strike

- 1400.8.2 - Section 7.2 No Lockout
- 1400.9 ARTICLE VIII HOLIDAYS
  - 1400.9.1 - Section 8.1 Holidays for Employees Assigned to 24-Hour Shifts
  - 1400.9.2 - Section 8.2 Eligibility Requirements
  - 1400.9.3 - Section 8.3 Personal Day
- 1400.10 - ARTICLE IX SENIORITY, LAYOFF AND RECALL.
  - 1400.10.1 - Section 9.1 Definition of Seniority
  - 1400.10.2 - Section 9.2 Probationary Period
  - 1400.10.3 - Section 9.3 Seniority List
  - 1400.10.4 - Section 9.4 Layoff
  - 1400.10.5 - Section 9.5 Recall
  - 1400.10.6 - Section 9.6 Termination of Seniority
- 1400.11 - ARTICLE X VACATIONS
  - 1400.11.1 - Section 10.1 Eligibility and Allowances
  - 1400.11.2 - Section 10.2 Vacation Pay
  - 1400.11.3 - Section 10.3 Scheduling and Accrual
- 1400.12 - ARTICLE XI SICK LEAVE
  - 1400.12.1 - Section 11.1 Purpose
  - 1400.12.2 - Section 11.2 Allowance
  - 1400.12.3 - Section 11.3 Days Earned in Accumulation
  - 1400.12.4 - Section 11.4 Notification
  - 1400.12.5 - Section 11.5 Sick Leave Use
  - 1400.12.6 - Section 11.6 Sick Leave Utilization
  - 1400.12.7 - Section 11.7 Benefit Extension
  - 1400.12.8 - Section 11.8 Sick Leave Availability
  - 1400.12.9 - Section 11.9 Family and Medical Leave Act
  - 1400.12.10 - Section 11.10 Sick Leave Incentive
  - 400.12.11 Emergency Leave
- 1400.13 - ARTICLE XII WAGES
  - 1400.13.1 - Section 12.1 Wage Schedule
  - 1400.13.2 - Section 12.2 Educational Incentive Pay
  - 1400.13.3 - Section 12.3 Specialist Pay

- 1400.14 - ARTICLE XIII UNIFORMS AND EQUIPMENT
- 1400.15 - Article XIV INSURANCE
  - 1400.15.1 - Section 14.1 Coverage
  - 1400.15.2 - Section 14.2 Alternative Health Insurance Incentive
  - 1400.15.3 - Section 14.3 High Deductible Health Plan
  - 1400.15.4 - Section 14.4 Retiree Insurance
  - 1400.15.5 - Section 14.5 Cost
  - 1400.15.6 - Section 14.6 Cost Containment
  - 1400.15.7 - SECTION 14.7 LIFE INSURANCE
  - 1400.15.8 - Section 14.8 Terms of Insurance Policies to Govern
  - 1400.15.9 - Section 14.9 IRC Section 125 Plan
  - 1400.15.10 - Section 14.10 PSEBA
- 1400.16 - ARTICLE XV GENERAL PROVISIONS
  - 1400.16.16 - Section 15.16 Light Duty
  - 1400.16.15 - Section 15.15 Retiree Health Savings Plan
  - 1400.16.14 - Section 15.14 Drug and Alcohol Testing
  - 1400.16.13 - Section 15.13 Promotions Out of the Unit
  - 1400.16.12 - Section 15.12 Discipline
  - 1400.16.11 - Section 15.11 Safety Incentive Day
  - 1400.16.10 - Section 15.10 Indemnification of Employees
  - 1400.16.9 - Section 15.9 Employee Protection
  - 1400.16.8 - Section 15.8 Preservation of Statutory Rights
  - 1400.16.7 - Section 15.7 Rules and Regulations
  - 1400.16.6 - Section 15.6 Savings Bond Program
  - 1400.16.5 - Section 15.5 No Smoking
  - 1400.16.4 - Section 15.4 Outside Employment
  - 1400.16.3 - Section 15.3 Fitness Examinations
  - 1400.16.2 - Section 15.2 Precedence of Agreement
  - 1400.16.1 - Section 15.1 Gender
- 1400.17 - ARTICLE XVI POLICE AND FIRE COMMISSION
- 1400.18 - ARTICLE XVII FIREFIGHTER/PARAMEDICS
  - 1400.18.1 - Section 17.1 Paramedic Staffing
  - 1400.18.2 - Section 17.2 Paramedic Pay

- 1400.18.3 - Section 17.3 Paramedic Licensure for Employees Hired Prior to July 1, 1997
- 1400.18.4 - Section 17.4 Renewal of Firefighter/Paramedic
- 1400.18.5 - Section 17.5 Part-Time Firefighter/Paramedic
- 1400.18.6 - Section 17.6 Acting Lieutenants
- 1400.19 - ARTICLE XVIII SAVINGS CLAUSE
- 1400.20 - ARTICLE XIX ENTIRE AGREEMENT
- 1400.21 - ARTICLE XX DURATION OF AGREEMENT
  - 1400.21.1 - Section 20.1 Duration and Notice
  - 1400.21.2 - Section 20.2 Negotiations
  - 1400.21.3 - Section 20.3 Impasse Resolution
  - 1400.21.5 - Section 20.5 Appendices and Amendments
- 1400.22 - SIGNATURES

## **1400.2 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.

## **1400.3 ARTICLE II RECOGNITION**

### **1400.3.1 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 and Deputy Fire Chief; 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.

#### 1400.3.2 SECTION 2.2 FAIR REPRESENTATION

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

#### 1400.3.3 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.

### **1400.4 ARTICLE III UNION SECURITY AND RIGHTS**

#### 1400.4.1 SECTION 3.1 MAINTENANCE OF MEMBERSHIP

Employees are free to join or not join the Union, as they see fit.

#### 1400.4.2 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 (10<sup>th</sup>) 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 check off 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.

#### 1400.4.3 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 out take provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

#### **1400.5 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.

#### **1400.6 ARTICLE V HOURS OF WORK AND OVERTIME**

##### 1400.6.1 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.

#### 1400.6.2 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.

#### 1400.6.3 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.

#### 1400.6.4 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.

#### 1400.6.5 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.



#### 1400.6.6 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.

#### 1400.6.7 SECTION 5.7 REQUIRED OVERTIME

The Fire Chief or his designee(s) shall have the right to require unscheduled holdover or callback 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 forth coming 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.

#### 1400.6.8 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 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.

#### 1400.6.9 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.

#### 1400.6.10 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.

#### 1400.7.1 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.

#### 1400.7.2 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.

#### 1400.7.3 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.

#### 1400.7.4 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.

#### 1400.7.5 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.

#### 1400.7.6 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.

#### 1400.7.7 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.).

#### **1400.8 ARTICLE VII NO STRIKE -NO LOCKOUT**

#### 1400.8.1 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.

#### 1400.8.2 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.

### 1400.9 ARTICLE VIII HOLIDAYS

#### 1400.9.1 SECTION 8.1 HOLIDAYS FOR EMPLOYEES ASSIGNED TO 24-HOUR SHIFTS

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.

#### 1400.9.2 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.

#### 1400.9.3 SECTION 8.3 PERSONAL DAY

Employees will receive two (2) personal days per fiscal year, to be selected after vacations, and Kelly Days are selected. Employees must use their personal days 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

## **1400.10 ARTICLE IX SENIORITY, LAYOFF AND RECALL.**

### **1400.10.1 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.

### **1400.10.2 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 Village 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.

### **1400.10.3 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.

### **1400.10.4 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.

#### 1400.10.5 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.

#### 1400.10.6 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.

### **1400.11 ARTICLE X VACATIONS**

#### 1400.11.1 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:

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.

#### 1400.11.2 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.

#### 1400.11.3 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.

## **1400.12 ARTICLE XI SICK LEAVE**

### **1400.12.1 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.

### **1400.12.2 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.

### **1400.12.3 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.

### **1400.12.4 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.

#### 1400.12.5 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 Chiefs 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 Chiefs decision.

#### 1400.12.6 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.

#### 1400.12.7 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.

#### 1400.12.8 SECTION 11.8 SICK LEAVE AVAILABILITY

On or before May10, 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 May1. 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.

#### 1400.12.9 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

#### 1400.12.10 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 6<sup>th</sup> through 10<sup>th</sup> 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 11<sup>th</sup> 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 3<sup>rd</sup> through 5<sup>th</sup> 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 6<sup>th</sup> through 10<sup>th</sup> 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.

- o Employees in their 11<sup>th</sup> 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.

#### 1400.12.11 EMERGENCY LEAVE

The Fire Chief may approve the use of up to 24 hours of sick time annually for "extraordinary Circumstances." These circumstances will not apply towards an employee's four (4) sick leave occurrences.

### 1400.13 ARTICLE XII WAGES

#### 1400.13.1 SECTION 12.1 WAGE SCHEDULE

	Description	Effective May 1, 2024	Effective May 1, 2025	Effective May 1, 2026
Step 1	Less than 1 year	\$74,413.29	\$76,831.72	\$79,328.75
Step 2	After 1 year	\$79,673.53	\$82,262.92	\$84,936.47
Step 3	After 2 years	\$84,936.11	\$87,696.54	\$90,546.68
Step 4	After 3 years	\$90,199.87	\$93,131.37	\$96,158.14
Step 5	After 4 years	\$95,460.12	\$98,562.57	\$101,765.86
Step 6	After 5 years	\$100,723.86	\$103,997.39	\$107,377.31
Step 7	After 6 years	\$105,985.28	\$109,429.80	\$112,986.27
Step 8	After 7 yers	\$111,249.04	\$114,864.63	\$118,597.73

#### 1400.13.2 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 15" 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 (1 ½) 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.

### 1400.13.3 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 Health, following hearings, if requested by the employee, afforded by that agency asset forth in 210 LC S50/3.40; (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 XV I 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.

Employees receiving Hazmat, TRT, or Fire Investigation stipends must maintain a valid OSFM certification, and must attend at least 50% of MABAS Division 11 team training annually each calendar year. Failure to maintain this level of training and certification will result in the immediate suspension of all associated stipends.

#### **1400.14 ARTICLE XIII UNIFORMS AND EQUIPMENT**

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

- (a) The clothing or equipment is damaged beyond repair through causes other than the negligence of the employee; or
- (b) 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.

#### **1400.15 ARTICLE XIV INSURANCE**



#### 1400.15.1 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.

#### 1400.15.2 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.

#### 1400.15.3 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.

#### 1400.15.4 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.

#### 1400.15.5 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 1 and July 1 respectively.

#### 1400.15.6 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%

#### 1400.15.7 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.

#### 1400.15.8 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 there under 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.

#### 1400.15.9 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.

#### 1400.15.10 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.

### **1400.16 ARTICLE XV GENERAL PROVISIONS**

#### 1400.16.1 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.

#### 1400.16.2 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.

#### 1400.16.3 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.

#### 1400.16.4 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.

#### 1400.16.5 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).

#### 1400.16.6 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.

#### 1400.16.7 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

#### 1400.16.8 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.

#### 1400.16.9 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.

#### 1400.16.10 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.

#### 1400.16.11 SECTION 15.11 - INTENTIONALLY LEFT BLANK

Intentionally Left Blank

#### 1400.16.12 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.

1400.16.13 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, 50 ILCS 742 (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.

	<u>Maximum Allowable Points</u>
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 50% of the final score so that the maximum

points available from this component shall be 50. Candidates must obtain a score of 70% of 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.

(a)	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:

FFI II of 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
Fire Investigator	2 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 point 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 Degree (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, the job related, and be applied uniformly to all candidates with an available maximum of 20 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 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 a 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 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.

#### 1400.16.14 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 mayor 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 Tst 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 healthcare 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 maybe 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.

#### 1400.16.15 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.

#### 1400.16.16 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.

When on worker's compensation or FMLA, the employee will be responsible for providing updates on the condition of their recovery every month at a minimum, to the Fire Chief or the Chief's designee. When on worker's compensation or FMLA, the employee will be responsible for providing updates on any change in the condition of the employee within 72 hours of a documented change in their work status.

#### **1400.17 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.

#### **1400.18 ARTICLE XVII FIREFIGHTER/PARAMEDICS**

##### **1400.18.1 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.

#### 1400.18.2 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.

#### 1400.18.3 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.

#### 1400.18.4 SECTION 17.4 RENEWAL OF FIREFIGHTER/PARAMEDIC

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 ILCS50/3.40; (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 ILCS50/3.45; 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 XV I 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.

#### 1400.18.5 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 hire back 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.)'

#### 1400.18.6 SECTION 17.6 ACTING LIEUTENANTS

Any firefighter who works in the rank of Acting Lieutenant shall be paid the same hourly rate as the first step on the Lieutenant pay scale for that period of time in which the firefighter has been appointed to the acting position for his shift by the Fire Chief or his designee. If a firefighter is working a shift that is considered overtime for that firefighter, they shall be paid 1.5 time the hourly rate of the fire step on the lieutenant pay scale. A firefighter is paid acting pay for all time that they are in the acting role. The selection of the firefighter who is to work as an acting Lieutenant shall be taken from that shift's listing of individuals in the order in which they rank from top to bottom on the then active lieutenant's list. If there is no firefighter on that shift listed on the lieutenants listing, or the list is exhausted, the Fire Chief or designee will select the person to fill the position. If an eligibility list is expired, the old list and personnel will be used until a new list is posted.

Mandatory minimum classes/requirements to be eligible for acting officer.

- COFO or Fire Officer I OSFM certification or LDDM: Company Officer class
- Successful completion of the RF LT exam and placement on the list.

#### 1400.19 ARTICLE XVIII 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.

#### 1400.20 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.

#### 1400.21 ARTICLE XX DURATION OF AGREEMENT

##### 1400.21.1 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 30<sup>th</sup> 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.

#### 1400.21.2 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).

#### 1400.21.3 SECTION 20.3 IMPASSE RESOLUTION

The remedies for the resolution of any bargaining impasse that may arise during the negotiation of a success or 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.

#### 1400.21.4 SECTION 20.4 RATIFICATION AND ENACTMENT.

When a tentative agreement is reached by the parties' representatives on all issues, the following procedure shall apply:

- (a) 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.
  - (b) 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.
  - (c) 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 maybe amended or modified during its term only with mutual written consent of both parties.

#### 1400.21.5 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.

[See attachment: APPENDIX A Village of River Forest Family and Medical Leave Policy](#)

**1400.22 SIGNATURES**

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

VILLAGE OF RIVER FOREST:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

AGREEMENT BETWEEN THE VILLAGE OF RIVER  
FOREST, ILLINOIS

AND

LOCAL 2391 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC  
(FIRE LIEUTENANT BARGAINING UNIT)

MAY 1, 2024 THROUGH APRIL 30, 2027



**1401.1**

THIS AGREEMENT is entered into by the VILLAGE OF RIVER FOREST, ILLINOIS (hereinafter referred to as the "Village" or "Employer") and LOCAL 2391 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the "Union"). Pursuant to the Illinois Labor Relations Board Certification of Representation (Case No. S-RC-17-003), the Village recognizes the Union as the sole and exclusive representative of all Lieutenants (hereinafter referred to as employees) employed by the Village of River Forest in its Fire Department, excluding all other employees. The term of this Agreement shall apply from May 1, 2024 until April 30, 2027. Any provision not specifically referenced in this Agreement shall be covered by the Village Personnel Policy Manual or Departmental Rules and Regulations (which may be changed from time to time at the sole discretion of the Village).

**1401.2 ANNUAL SALARY**

Lieutenants				
Step	Description	5/1/2024	5/1/2025	5/1/2026
1	Lieutenant I	\$125,047.40	\$129,111.44	\$133,307.56
2	Lieutenant II	\$129,912.81	\$134,134.97	\$138,494.36
3	Lieutenant III	\$136,070.20	\$140,492.48	\$145,058.49

**1401.3 SPECIALIST PAY**

To encourage and establish greater proficiency in operations and promote a higher level of individual acceptance of responsibility, there are specialist classifications of Training Officer and fire investigator. Fire Lieutenants of the River Forest Fire Department shall be appointed by the Fire Chief to these respective positions. The Fire Investigator must maintain the requisite certification as deemed by the Fire Chief to hold the position. The additional compensation per month for these positions effective upon the signing of the agreement shall be as follows:

Training Officer \$125/Month

Fire Investigations Officer \$125/month

The Village shall provide each Lieutenant - Hazardous Material Technician extra compensation of \$600.00 per year (which shall be paid monthly). To qualify for this pay, a Lieutenant must show proof of being State of Illinois certified at the technician level and must maintain this certification level while receiving this specialist pay.

Lieutenants 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. The Fire Chief at his sole discretion shall appoint no less than three (3) Lieutenant-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 Lieutenant-Technical Rescue Technicians shall be less than three (3) if fewer than three Lieutenants are certified in all four disciplines. Lieutenants 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 Lieutenant 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.

Employees receiving Hazmat, TRT, or Fire Investigations stipends must maintain a valid OSFM certification and must attend at least 50% of MABAS Division 11 team training annually each calendar year. Failure to maintain this level of training and certification will result in the immediate suspension of all associated stipends.

The Village establishes EMTB Certification pay for all officers certified as EMTB and who are not certified as EMTP as follows: \$125.00 per month.

To qualify for EMTB certification the officer 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 EMTB. 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 EMTB's shall be scheduled and conducted during the employee's regular shift in accordance with current practice.

Unauthorized loss of EMTB certification will result in termination. The parties intend the term "unauthorized loss of EMTB certification" as used in this paragraph to include (1) revocation of an employee's EMTB 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 advance 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 is the employee files an appeal to that Board as provided in 210 ILCS 50/3.45; or (3) failure to renew one's EMTB license. Other instances of short-term loss of one's EMTB 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. For this purpose, pro-rata loss of an employee's EMTB pay for the period of time the employee is suspended or otherwise unable to function as an EMTB shall not constitute disciplinary action. Where temporary loss of EMTB certification is for reasons specific to EMTB 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 officer duties, the employee shall be assigned to officer duties during the period of such temporary suspension of his EMTB certification.

An officer who becomes 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 officer must remain on active status as a paramedic and maintain the appropriate paramedic license. The paramedic incentive pay shall be 6.10% over the top firefighter's base pay distributed equally over 24 pay periods.

#### **1401.4 EDUCATIONAL INCENTIVE PAY**

Remuneration as follows will be given annually for all approved fire science courses, provided that satisfactory evidence that the certificate or degree has been awarded is submitted to the Fire Chief prior to September 1 of the fiscal year in which the stipend is requested. These stipends will be paid no later than September 15<sup>th</sup> each year:

Certificate	\$500
Associate Degree	\$1,000
Bachelor's Degree	\$1,500
Master's Degree	\$1,750

Remuneration as follows will be given annually for college-level curriculums in the fields of architecture, education, and business or other non-fire related curriculums, which in the sole discretion of the Village, are believed to provide a demonstrable benefit to the Fire Department operation.

Associates Degree	\$800
Bachelor's Degree	\$1,200

This remuneration will be paid in the same manner as in the above paragraph. In the event 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.

#### **1401.5 GRIEVANCE PROCEDURE**

- (a) A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee against the Village alleging that there has been an alleged 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 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 at as a specific waiver by the Union and the involved covered member of the right to challenge the same before the Board of Fire and Police Commissioners.

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

Step 1: Any employee having a grievance shall submit the grievance in writing to the Fire 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, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Fire 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 wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Village Administrator or his designee within ten (10) calendar days after receipt of the Village's answer in Step 1. 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. If no settlement of the grievance is reached, the Village Administrator or his designee shall provide a written answer to the grievant 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.

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 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 at Step 2 is due:

- (a) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Village 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 Village 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.

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 shall be final and binding upon the Village and the Union and the fire lieutenants covered by this Agreement.

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

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, 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 paragraph, 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 within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee. 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 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.

The parties shall endeavor to schedule grievance meetings specified in this Article at times which do not interfere with the work of the fire lieutenant(s) 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 fire lieutenant(s) 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 for the investigation of, preparation for, or processing of any grievance, provided that such approval will ordinarily be granted where the fire lieutenant(s) 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.).

#### **1401.6 KELLY DAYS**

The Fire Department shall grant 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. Kelly Days will be excluded from annual hours to reduce annual hours to 2648.

Any employee assigned to a 2,080 work schedule, shall not be eligible for Kelly Days.

#### **1401.7 UNIFORMS AND EQUIPMENT**

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

- (a) The clothing or equipment is damaged beyond repair through causes other than the negligence of the employee; or
- (b) The clothing or equipment is worn because of reasonable wear and tear.

Requests for replacement of eyeglasses and watches lost or damaged in the course of training, responding to, performing at or returning from call 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 \$250 for eyeglasses.

#### **1401.8 INSURANCE**

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 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 carrier, 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.

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 provide 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.

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. With the exception of those Lieutenants in the bargaining unit on 10/1/2014 (Daugherty, Bohlmann and Finnegan), 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 remaining 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 2013-2016 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.

Retiree Insurance. For employees who retired prior to the execution of this agreement and for Fire Lieutenants Daugherty, Bohlmann, and Finnegan, 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 fully insured Village Medicare plan for any retiree who is eligible for Medicare. Effective January 1, 2015, PPO coverage will only be provided to retirees under the Village's High Deductible PPO medical plan. 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 similar to those which they are replacing. It is understood that these retiree insurance benefits are not guaranteed for life but may be modified or eliminated in future Agreements.

Any firefighter promoted to Lieutenant after 10/1/2014 no longer will receive the 1/3 premium subsidy consistent with the agreement with IAFF #2391(Firefighter Bargaining Unit).

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 cover age will be required to pay the remainder of the monthly premium cost. The employee's portion of insurance premium s 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 1 and July 1 respectively.

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%

Life Insurance. The Village shall pay the premium for fifty thousand dollars \$50,000 of term life insurance for each fire lieutenant, 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.

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 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. IRC Section 125 Plan. The Village shall maintain an IRC Section 125 Plan where by 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.

#### **1401.9 SICK LEAVE**

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.

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this section. An employee who becomes injured or ill as a result of performing compensated service outside of his employment with the Village will turnover 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.

Employees assigned to a 24-hour shift schedule shall earn twelve (12) hours of sick leave for each month of service. Any employee assigned to a 2,080-hour schedule, shall earn eight (8) hours of sick leave for each month of service. Sick leave shall be earned by any employee for any month in which the employee is compensated for more than 50% of their assigned hours. For purposes of this section only, Kelly Days shall be excluded from compensated hours.

Notification of absence due to sickness shall be given to an individual designated by the Fire Chief 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.

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 work days (24-hour shifts or eight (8) hour days). Each fiscal year will start off with a clean slate for purposes of this general rule.

Exception to this general rule will be made under appropriate circumstances. For example, an exception may be made where four (4) or more sick leave occurrences 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, and the Fire Chief will discuss any questions about the rationale for his decision with the employee including a review of the employee's sick leave record that led to the Fire Chiefs 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 inactivity 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, and the Fire Chief will discuss any questions about the rationale for his decision with the employee including a review of the employee's sick leave record and/or other information that led to the Fire Chiefs decision.

Sick leave shall be used in hourly increments. Sick leave may be utilized only for the purposes specified herein. In addition, a shift 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. An employee assigned to a 2,080 hours work schedule shall be eligible to utilize up 40 hours of their accrued sick leave per fiscal year for this purpose. 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 on the first day of the month following the parties' execution of this Memorandum of Understanding, and the hours available for the balance of fiscal year 2007-08 shall be pro-accordingly. Sick leave shall accrue to a maximum of 2,880 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 below.

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 paragraph.

An employee whose employment is terminated for any reason other than retirement forfeits all accrued sick leave. For any employee hired prior to May 1, 2013, who retires with a duty disability or after completing twenty (20) years or more of service, who has more than sixty (60) twenty-four (24) hour days (1440 hours) 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 (720 hours). Payment shall be made within thirty (30) calendar days of when the employee starts drawing their pension. Payment of the sick leave days on retirement as provided for in this Section shall completely extinguish the employee's sick leave.

Any employee promoted after October 1, 2014, will be eligible for the annual sick leave incentive as provided for in Section 11.10 of the agreement with IAFF #2391.

An employee may be eligible for both the annual sick leave incentive and the payout at separation, provided they meet both eligibility requirements.

On or before May 10, the Fire Chief or his designee shall post a list of sick leave usage from the previous fiscal year and the bank of hours available for sick leave during the upcoming 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.

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.

The Fire Chief may approve the use of up to 24 hours of sick time annually for "extraordinary Circumstances." These circumstances will not apply towards an employee's four (4) sick leave occurrences.

**1401.10 HOLIDAYS**

The following twelve (12) holidays will be paid at the applicable rate of pay attached to the respective employee's rank and computed on an eight-hour day, forty-hour week basis:

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

Holidays are to be paid twice annually, as follows: six (6) holidays on November 15 and six (6) holidays on April 15. Any employee assigned to a 2,080 hour schedule, shall not be eligible to receive Holiday Pay, but will receive the holiday off with pay.

**1401.11 PERSONAL DAY**

Employees will receive two (2) personal days per fiscal year, to be selected after vacations, and Kelly Days are selected. Employees must use their personal days 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. Any employee assigned to a 2,080-hour work schedule, shall receive three eight (8) hour days off for one (1) Personal Day.

**1401.12 VACATION**

Every employee, in a position covered by this agreement, shall be entitled to paid vacation time. Employees shall start to earn vacation as of their date of hire. Vacation allowances shall be earned monthly. Employees shall be awarded vacation time in accordance with the following schedule:

Completed Years of Continuous Service	24 Hour Shift Personnel Shifts per Year	40 Hour/Wk Personnel Calendar Days per Year
After five (5) years	6 shifts	18 calendar days
After seven (7) years	7 shifts	21 calendar days
After nine (9) years	8 shifts	24 calendar days
After eleven (11) years	10 shifts	30 calendar days
After eighteen (18) years	12 shifts	36 calendar days

Employees shall earn vacation allowances for any month in which they are compensated for more than 50% of their assigned hours. For the purposes of this section only, Kelly Days should be excluded from compensated hours.

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.

Employees shall be granted vacation time off with pay by the Village in accordance with departmental procedure established by the Fire Chief.

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 approve 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 workers' 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 workers' compensation leave.

#### **1401.13 FITNESS EXAMINATION**

If there are any reasonable questions 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 2.

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 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.

#### **1401.14 OUTSIDE EMPLOYMENT**

Officers 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. Officers 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.

#### **1401.15 OVERTIME AND CALLBACK PAY**

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 one and one-half (1 1/2) times 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.

Officers assigned to eight-hour shifts may be reassigned to twenty-four hour shift duty at the direction of and under guidelines established by the Fire Chief.

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 one and one-half (1 1/2) times his regular rate of pay for all hours worked outside his normal shift, with such compensation to be paid in fifteen(15) minute increments.

All overtime for shift employees shall be paid on the basis of a regular straight-time hourly rate calculating by dividing an employee's annual salary by 2648. Overtime for any employee assigned to a 2080 hour schedule shall use the 2080 straight-time hourly rate.

Fire Lieutenants shall be included in all opportunities for department-wide overtime which arise from special circumstances or emergency situations.

Lieutenants shall have priority over Acting Lieutenants when Lieutenant overtime is available. Acting Lieutenants may sign up for Lieutenants overtime after all Lieutenants have turned down said overtime.

#### **1401.16 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 the 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.

Whenever a permanent vacancy occurs because of retirement, resignation, death or discharge, an employee with seniority status in that job classification may have the right to transfer to that job vacancy. The discretion of the Fire Chief shall prevail in all transfers.

#### **1401.17 CLASSIFICATION REQUIREMENTS**

##### **First Class (I)**

Appointment to rank of lieutenant by the Board of Fire and Police Commissioners; and the continuation of existing state certification as EMTB or EMTP.

##### **Second Class (II)**

Minimum of one year as lieutenant first class; acceptable completion of the following courses:

- Fire Officer I or Company Fire Officer
- Haz-Mat Technician A or Hazardous Materials Technician

##### **Third Class (III)**

Minimum of two years as fire lieutenant; completion of all requirements for lieutenant second class; acceptable completion of the following courses:

- Fire Officer II or Advanced Fire Officer

Individual class requirements may be substituted by mutual agreement between the lieutenant and the Fire Chief.

Further, both parties agree that any fire lieutenants promoted prior to December 10, 1991 shall be allowed to maintain existing classifications. All lieutenants promoted after December 10, 1991 shall comply with the requirement described above.

#### **1401.18 CERTIFICATION**

1. Any officer of the River Forest Fire Department with a current or valid certification as Fire Officer I/Company Fire Officer) or Fire Prevention Officer I shall receive \$170 per month.
2. Any officer certified as above Fire Officer II/Advanced Fire Officer or Public Fire and Life Safety Education II shall receive \$240 per month.
3. Any officer certified as above as Fire Officer III/Chief Fire Officer or Public Fire and Life Safety Educator III shall receive \$300 per month.

#### **1401.19 INDEMNIFICATION**

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. 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.

#### **1401.20 RESERVED**

Intentionally Left Blank

#### **1401.21 DISCIPLINE**

Disciplinary actions by the Employer 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

Disciplinary actions imposed upon an employee may be appealed through the Grievance Procedure. The employee may file a written reply to any oral reprimand. 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.

The Employers agrees that employees shall be disciplined and discharged only for just cause.

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.

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.

Prior to taking any final, disciplinary action 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:

- (a) Allegation of violations of Rules and Regulations
- (b) Statement of charges and specifications
- (c) Copies of the employee's past discipline pertinent to subparagraph D above.

The employee shall be entitled to 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 the meeting.

Except pursuant to changes in state legislation or applicable judicial decision subsequent to June 1, 2004, it is understood that nothing in this section and the section dealing with Drug and Alcohol Testing 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.

#### **1401.22 PROMOTIONS**

Promotions to the rank of Deputy Fire Chief are made by appointment by the Fire Chief with the approval of the Village Administrator for a period of one-year as consistent with the Village Board's appointment of the Fire Chief at the beginning of each fiscal year. The initial appointment may not be less than one year. For example, if the individual is appointed on November 1, 2011, their initial appointment shall last until April 30, 2013.

All promotions to Deputy Fire Chief shall be made from employees in the fire lieutenant rank who have at least 18 months years of service as a fire lieutenant.

In the event the Deputy Fire Chief is not reappointed by the Fire Chief as stated above, the Deputy Chief will continue to hold their rank as Lieutenant and be reassigned to a Lieutenant position. If the Deputy Fire Chief is not reappointed, notification shall be provided a ta minimum of sixty (60) days in order to provide adequate transition to Lieutenant.

The Deputy Chief may be demoted for just cause at any time; however, the individual will maintain their rank of Lieutenant and any additional discipline (such as termination) is subject to the rules for discipline in this agreement.

#### **1401.23 DRUG AND ALCOHOL 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 any prohibited acts of this section 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 a witness be present at the time the order is given to the employee.

All tests will be conducted only while the employee is on duty.

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 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.

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 maybe 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 Tst 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. The following are strictly prohibited by this policy:

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 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. The abuse of prescription drugs, which includes using them in a manner different from what is prescribed by the employee's healthcare provider, as well as the use, possession or testing over the cutoff standards for alcohol while on duty and the testing over the cutoff standards for controlled substances while on duty.

A violation of any of these prohibitions listed in paragraph two above 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.

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 under take 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.

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 on discipline independent of any suspected violation of actions prohibited by this section.

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.

If an employee tests positive or is otherwise determined to have a first violation of either of the prohibited acts of this section, and the Village does not seek termination for an initial violation, 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 will also be required to enter into a 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.

If the employee tests positive a second time or is otherwise determined to have violated any prohibited acts of this section a second time, either during the therapy period or thereafter, the employee may be subject to discipline up to and including discharge.

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

Except for violation of any prohibited acts of this section, employees who are referred to the Employee Assistance Program, as provided 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.

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.

**1401.24 SIGNATURES**

For IAFF LOCAL 2391 (Fire Lieutenant  
Bargaining\_Unit):

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

For Village of River Forest:

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

**1401.25 APPENDIX**

[See attachment: Side Letter 1 Wage Increase](#)

[See attachment: Side Letter 2 VEBA Account](#)

[See attachment: Letter of Understanding](#)



**Village of River Forest**  
**Village Administrator's Office**

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

**MEMORANDUM**

Date: April 29, 2024

To: Matt Walsh, Village Administrator

From: Trish Ivansek, HR Manager

Subj: Adoption of Fiscal Year 2024-2025 Compensation Plan

**Issue:**

The Village of River Forest's compensation plan is intended to provide an attractive flexible, and market-based compensation plan tied to performance and aligned with village goals and interests. The goal is for the Village of River Forest to be competitive in recruiting and retaining employees through its high-quality compensation practices. Equally important, compensation practices are a means for communicating the Village's performance standards and motivating and rewarding employees relative to their achievements.

In 2012 the Village adopted a compensation plan with structured pay grades and a mechanism for moving employees through pay ranges. The staff reviews this plan annually. Recommended revisions are presented to the Village Board for annual adoption in advance of the new Fiscal Year.

**Analysis:**

Staff examined both internal and external comparable data and the hiring climate to determine appropriate adjustments to salary ranges. To continue to be competitive in recruiting and retaining top talent and based on market conditions, staff recommends a 3% market adjustment to all salary ranges for non-union personnel for Fiscal Year 2024-2025. No other changes are recommended.

**Request for Board Action:**

A motion to approve an Ordinance adopting the amended Fiscal Year 2024-2025 compensation Plan.

**Document(s) Attached:**

- Ordinance
- Ordinance Attachment A – Amended Fiscal Year 2024-2025 Compensation Plan

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2024-2025 COMPENSATION PLAN**

**WHEREAS**, in Fiscal Year 2013 the Board of Trustees considered the salary structure of the municipal employees and determined that a comprehensive analysis and revision of the compensation system was required;

**WHEREAS**, upon completion of a Compensation Study conducted by Voorhees Associates, the Board of Trustees implemented a compensation system with established pay grades and pay ranges and salary adjustments based on merit and performance;

**WHEREAS**, the Fiscal Year of the Village of River Forest begins on May 1, 2024, and the Budget Ordinance for the Village has been adopted.

**NOW, BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

**Section 1:** The President and Board of Trustees find that all of the recitals set forth above are true and correct, and there are hereby incorporated by reference as if set forth fully.

**Section 2:** The amended Fiscal Year 2024-2025 Compensation Plan is hereby approved, as shown as attached Exhibit A and applies to all non-union employees.

**Section 3:** The Village Administrator is hereby authorized and directed to take all necessary steps to carry out this Ordinance, as shown in the Fiscal Year 2024-2025 Compensation Plan for all non-union employees, attached as Exhibit A and accordingly, is authorized to adjust the compensation of non-union employees in accordance with the established pay ranges as set forth in Exhibit A.

**Section 4:** This Ordinance shall take effect on May 1, 2024.

**PASSED** on a roll call vote of the Corporate Authorities on the 29<sup>th</sup> day of April 2024.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 29<sup>th</sup> day of April 2024.

---

Village President

APPROVED and FILED in my office this 29<sup>th</sup> day of April 2024 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

**ATTEST:**

---

Village Clerk



**VILLAGE OF RIVER FOREST, ILLINOIS**

**FY 2024- 2025**

Ordinance Attachment A

Assuming 3.00% COLA

Grades 1 - 4 - Defined Merit - Clerical/Service 11 Defined Merit Increments; 5% between grades; 2.75% between increments; 30% range												Exemplary Performance Zones	
Grade	Min	Prob.	a	b	c	d	e	f	g	h	Max	2%	4%
1	\$48,082	\$49,404	\$50,763	\$52,159	\$53,593	\$55,067	\$56,582	\$58,137	\$59,736	\$61,379	\$63,067	\$1,261	\$2,523
2	\$50,486	\$51,875	\$53,301	\$54,767	\$56,273	\$57,821	\$59,411	\$61,044	\$62,723	\$64,448	\$66,220	\$1,324	\$2,649
3	\$53,011	\$54,468	\$55,966	\$57,505	\$59,087	\$60,712	\$62,381	\$64,097	\$65,859	\$67,670	\$69,531	\$1,391	\$2,781
4	\$55,661	\$57,192	\$58,765	\$60,381	\$62,041	\$63,747	\$65,500	\$67,301	\$69,152	\$71,054	\$73,008	\$1,460	\$2,920

Grades 5 - 9 - Defined Merit/Open Range Blend - Administrative Support/Technical 6 Defined Merit Increments; 2.75% between increments Open Range from the final increment to the max; 5% between grades; 45% total range										Exemplary Performance Zones	
Grade	Min	Prob.	a	b	c	d		Max.	2%	4%	
5	\$57,739	\$59,327	\$60,959	\$62,635	\$64,358	\$66,127		\$83,983	\$1,680	\$3,359	
6	\$60,626	\$62,294	\$64,007	\$65,767	\$67,576	\$69,434		\$88,182	\$1,764	\$3,527	
7	\$63,658	\$65,408	\$67,207	\$69,055	\$70,954	\$72,906		\$92,591	\$1,852	\$3,704	
8	\$66,841	\$68,679	\$70,567	\$72,508	\$74,502	\$76,551		\$97,221	\$1,944	\$3,889	
9	\$70,183	\$72,113	\$74,096	\$76,133	\$78,227	\$80,378		\$102,082	\$2,042	\$4,083	

**Proposed Grade Changes**

Grades 10 - 14 - Open Range Plan Professional/Supervisory 5.5% between grades; 35% range						Exemplary Performance Zones	
Grade	Min.		Max.	2%	4%		
10	\$79,821		\$107,758	\$2,155	\$4,310		
11	\$84,211		\$113,685	\$2,274	\$4,547		
12	\$88,843		\$119,938	\$2,399	\$4,798		
13	\$93,729		\$126,534	\$2,531	\$5,061		
14	\$98,884		\$133,494	\$2,670	\$5,340		

Grades 15 - 17 - Open Range Plan Management 5.5% between grades; 35% range						Exemplary Performance Zones	
Grade	Min.		Max.	2%	4%		
15	\$111,461		\$150,473	\$3,009	\$6,019		
16	\$117,592		\$158,749	\$3,175	\$6,350		
17	\$124,059		\$167,480	\$3,350	\$6,699		

Grades 18 - Executive Plan Management 35% range						Exemplary Performance Zones	
Grade	Min.		Max.	2%	4%		
18	\$138,021		\$186,328	\$3,727	\$7,453		

Grade 19 - Open Range Plan Village Administrator 35% range						Exemplary Performance Zones	
Grade	Min.		Max.	2%	4%		
19	\$163,951		\$221,335	\$4,427	\$8,853		

Grade	Positions
1	Accounting Clerk/Customer Service
2	Accounting Clerk/Accounts Payable
3	Community Service Officer Police Records Clerk Utility Billing Clerk
4	Building Maintenance Technician Permit Clerk
5	Administrative Assistant Administrative clerk payroll Police Records Coordinator
6	Building & Zoning Inspector
7	
8	Building Official Fire Marshal Deputy Clerk Management Analyst
9	Civil Engineering Tech
10	Mgmt Analyst PW & Develop Svcs
11	
12	
13	Public works Superintendent
14	Assistant Finance Director Manager Human Resources
15	Police Commander
16	Deputy Police Chief Deputy Fire Chief
17	
18	Assistant Village Administrator Police Chief Fire Chief Finance Director Dir PW & Engineering
19	Village Administrator



**Village of River Forest**  
**Village Administrator's Office**  
400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

---

**MEMORANDUM**

---

Date: April 29, 2024

To: Matt Walsh, Village Administrator

From: Jessica Spencer, Assistant Village Administrator

Subj: Introduction of Planned Development – Constitution Park Improvements (River Forest Park District)

---

**Issue:**

The River Forest Park District owns Constitution Park, located at Greenfield & Franklin. Village staff recently met with Mike Sletten, Executive Director of the River Forest Park District, regarding proposed improvements to Constitution Park. Under Section 10-16-3(A) of the River Forest Zoning Ordinance, no new construction, expansion of any building or the addition of any parcel(s) or change of use shall be permitted in a Public, Recreational, Institutional (PRI) district, except as approved as a planned development. Further, section 10-19-8(A) requires that changes that constitute a major change require separate review and approval.

**Background:**

The properties within the proposed development site are currently zoned PRI and are used as a park with tennis courts, paddle tennis courts, batting cages, playing fields, and more. Park District Staff are planning to attend the meeting and give a presentation on the proposed plans.

The Park District proposes the following improvements to Constitution Park:

- The replacement of the playground with a new 2-12-year-old universal accessible playground located in the northeast corner of the park.
- The replacement of the sand/volleyball courts/ice rink with a new sand volleyball court/ice rink at approximately the same location in the park. The ice rink would include reusing 1 of the 2 existing light poles and replacing the 2<sup>nd</sup> light pole for night skating.
- The construction of a shelter that includes 2 single stall restrooms and a 20'x20' sitting space.
- The construction of a sitting plaza between the playground and the sand volleyball courts/ice rink.
- The replacement of the ball field located on D90 property with a new 60' base path dirt infield ball diamond located in the southwest corner of the park.

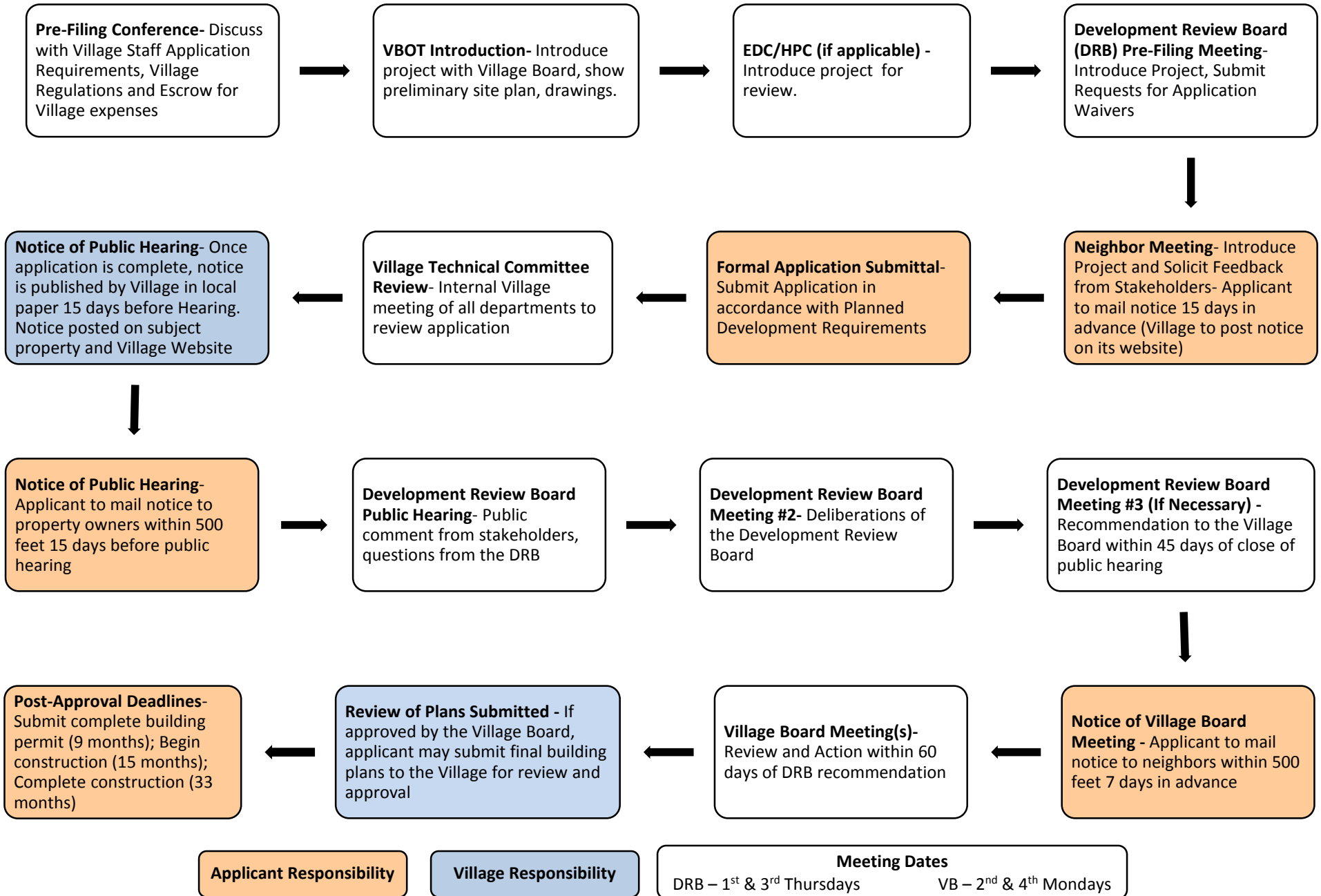
**Request for Board Action:**

The Village Board is not voting to approve or deny the petition but is instead asked to instruct staff on whether to continue with the Planned Development process. If the Board instructs staff to continue with the process, the applicant will proceed to the next step in the process, which is to conduct a pre-filing conference with the Development Review Board on a future date.

**Documents Attached:**

- Planned Development Process Flowchart
- Applicant Submission

# Village of River Forest Planned Development Process





# River Forest Park District

April 29, 2024

Village of River Forest  
400 Park Avenue  
River Forest, Illinois, 60305

## Introduction to the Proposed Development

To Whom It May Concern,

The Applicant, River Forest Park District, is requesting approval to permit redevelopment for the of Constitution Park. The proposed project includes:

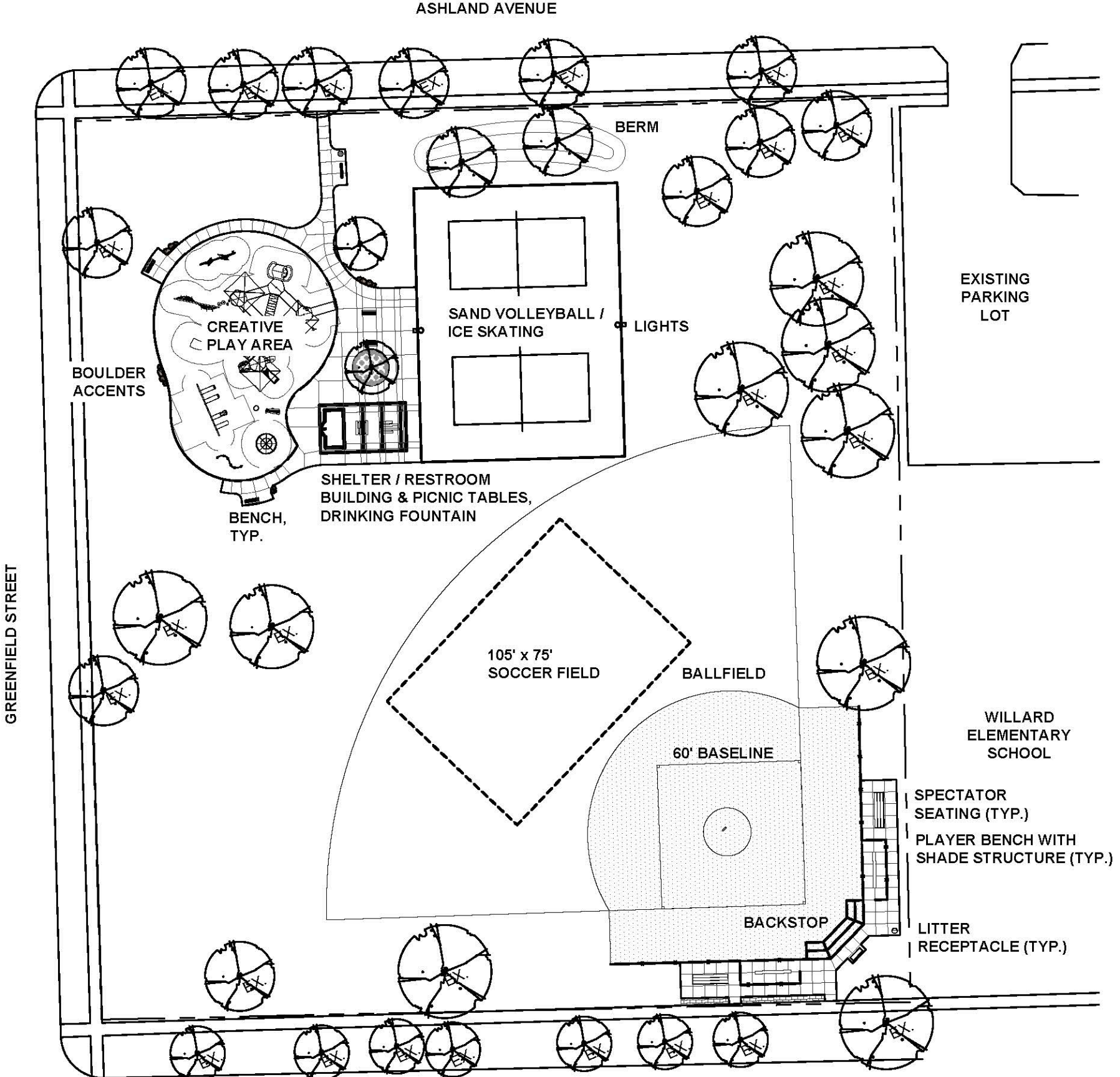
- The replacement of the playground with a new 2–12-year-old universal accessible playground located in the northeast corner of the park.
- The replacement of the sand/volleyball courts/ice rink with a new sand volleyball court/ice rink at approximately the same location in the park. The ice rink would include reusing 1 of the 2 existing light poles and replacing the 2<sup>nd</sup> light pole for night skating.
- The construction of a shelter than includes 2 single stall restrooms and a 20'x20' sitting space.
- The construction of a sitting plaza between the playground and the sand volley courts/ice rink.
- The replacement of the ball field located on D90 property with a new 60' base path dirt infield ball diamond located in the southwest corner of the park.

The Constitution Park Project is scheduled to begin on May 15<sup>th</sup>, 2025. The Park District is submitting for a \$600,000 OSLAD grant through the Illinois Department of Natural Resources for this project, and the announcement of awarded grants is expected in January, 2025

This project has support from D90, RFYBS, RFYS and The Chicago Edge.

Sincerely,

Mike Grant  
President





## MEMORANDUM

**Date:** April 29, 2024

**To:** Matt Walsh, Village Administrator

**From:** Rosemary McAdams, Director of Finance

**Subject:** Approval of Ordinance Adopting the Fiscal Year 2025 Budget

---

The proposed budget for the Village of River Forest for the fiscal year beginning on May 1, 2024 and ending on April 30, 2025 was presented to the Village Board on April 8, 2024. The following is a summary of the Village's Proposed Fiscal Year 2025 Budget:

		<b>Fiscal Year 2025 Budget</b>			
		<b>Revenues and Expenditures</b>			
		<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2024</b>	<b>FY 2025</b>
		<b>Actual</b>	<b>Budget</b>	<b>Projected</b>	<b>Budget</b>
<b>Village</b>					
Revenues		\$ 34,923,422	\$ 37,646,715	\$ 39,689,022	\$ 40,098,564
Expenditures		32,585,301	38,310,578	35,404,703	40,860,278
<b>Library</b>					
Revenues		\$ 1,612,152	\$ 1,579,200	\$ 1,647,723	\$ 1,722,700
Expenditures		1,384,837	1,674,735	1,443,744	2,787,700

The Ordinance Adopting the 2025 Annual Budget and the budget letter, summary schedules by fund, and detailed budget reports by fund and account for all Village funds and the River Forest Public Library from the Fiscal Year 2025 Annual Budget are attached to this memo. The River Forest Public Library Board approved their budget on March 19, 2024. There have been no changes to the budget that was presented to the board at the Village Board meeting on April 08, 2024.

A public hearing on the Village Fiscal Year 2025 Budget was held on April 8th at 7:00 p.m. A notice of the public hearing was published in the Wednesday Journal on March 27, 2024 as required by Illinois State Statute. The budget has been available for public inspection on the Village's website and at the Village Hall. The final budget document will be compiled and distributed to the Board following approval.

---

**Requested Board Action:** Motion to Approve *An Ordinance Adopting the Annual Budget for the Fiscal Year Commencing on the 1<sup>st</sup> Day of May, 2024 and Ending on the 30<sup>th</sup> Day of April, 2025 for the Village of River Forest, Illinois.*



**ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR CORPORATE  
PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY  
OF MAY, 2024 AND ENDING ON THE 30<sup>TH</sup> DAY OF APRIL, 2025 FOR THE  
VILLAGE OF RIVER FOREST, ILLINOIS**

---

**WHEREAS**, the President and Board of Trustees of the Village of River Forest passed and approved Ordinance No. 2084 on October 12, 1981, which Ordinance authorized the passage of the annual budget by majority vote of the president and members of the board in lieu of passage of an appropriation ordinance; and

**WHEREAS**, the tentative Annual Budget has been made available for public inspection and as required by 65 ILCS 5/8-2-9.9 and a public hearing on said budget has been duly held on April 08, 2024;

**BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

**Section 1:** That the annual budget for the fiscal year commencing on the 1st day of May, 2024 and ending on the 30th day of April, 2025 for the Village of River Forest, Cook County, Illinois, attached hereto and made a part hereof, is hereby adopted and approved.

**Section 2:** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**Ayes:**

**Nays:**

**Absent:**

**APPROVED** by me this 29<sup>th</sup> day of April, 2024.

---

Catherine Adduci, Village President

APPROVED and FILED in my office this 29<sup>th</sup> day of April, 2024 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

ATTEST:

---

Jonathan Keller, Village Clerk



## ITEM 9.b

To the view proposed Fiscal Year 2025 Operating Budget,  
[please click here](#) or the link below.

[https://www.vrf.us/uploads/cms/documents/departments/2/budget\\_fy\\_2025\\_fin.pdf](https://www.vrf.us/uploads/cms/documents/departments/2/budget_fy_2025_fin.pdf)