

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

(847) 318-9500

FACSIMILE (847) 318-9509

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
ANGELO F. DEL MARTO
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
ANDREW Y. ACKER
PETER A. PACIONE
MELISSA M. WOLF
MATTHEW G. HOLMES
MICHAEL R. DURKIN

THOMAS J. HALLERAN
ERIN C. TINAGLIA
ADAM R. DURKIN

JOSEPH G. KUSPER
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II

OF COUNSEL

IN REPLY REFER TO FILE NO.

March 17, 2016

Ms. Amanda Koehn
Better Government Association
akoehn@bettergov.org

EP-1

Re: Freedom of Information Act Request

Dear Ms. Koehn:

On March 10, 2016, the Village of Elmwood Park received your Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request for the following records:

"[C]opies of any and all current union contracts/collective bargaining agreements with your agency. This should include but not be limited to any and all union contracts/CBAs with police and firefighters and other municipal government workers."

Enclosed please find records responsive to your FOIA request. However, please be advised that certain information in the records responsive to your FOIA request has been determined to be exempt from disclosure under FOIA. Accordingly, such information has been redacted from the records being provided.

Section 7(1)(b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS 140/2(c-5). Consequently, certain unique identifiers, such as signatures, have been redacted from the records being provided.

STORINO, RAMELLO & DURKIN

Ms. Amanda Koehn
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The person responsible for the decision to deny a portion of your FOIA request is the Village of Elmwood Park Freedom of Information Officer, Gina Pesko. In accordance with Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office. You can file your Request for Review with the Public Access Counselor by writing to:

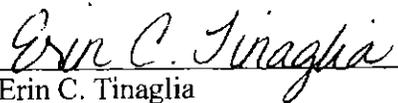
Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor.

You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section 11 of FOIA.

Sincerely,

STORINO, RAMELLO & DURKIN
Attorneys for the Village of Elmwood Park


Erin C. Tinaglia

Enclosures

RESOLUTION NO. 606 -15

A RESOLUTION APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK
AND THE ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL, FOP LODGE #48

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 21ST DAY OF SEPTEMBER, 2015

Published in pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 21st day of September, 2015

RESOLUTION NO. 606 -15

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK
AND THE ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL, FOP LODGE #48**

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. That certain collective bargaining agreement between the Village of Elmwood Park and the Illinois Fraternal Order of Police Labor Council, FOP Lodge #48, a copy of which is attached hereto as Exhibit AA@, is hereby approved.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement, subject to the prior execution of said collective bargaining agreement by representatives of the Illinois Fraternal Order of Police Labor Council, FOP Lodge #48.

Resolved this 21st day of September, 2015.

AYES: 7

NAYS: 0

ABSENT: 0



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

AGREEMENT BETWEEN

ILLINOIS FOP LABOR COUNCIL

AND

VILLAGE OF ELMWOOD PARK

(Patrol)

May 1, 2015 – April 30, 2018

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EXHIBIT A – Salary Scale May 1, 2015 – April 30, 2016

EXHIBIT B – Salary Scale May 1, 2016 – April 30, 2017

EXHIBIT C – Salary Scale May 1, 2017 – April 30, 2018

APPENDIX A – Insurance

APPENDIX B – Irrevocable Election of Discipline Appeal Procedure Election Form

SIDE LETTER AGREEMENT RE: AMENDING WORK DAY SCHEDULE ON A TRIAL BASIS

ARTICLE I
PREAMBLE

This Agreement is entered into by and between the Village of Elmwood Park, an Illinois municipal corporation (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council, representing FOP Lodge #48, (hereinafter referred to as the "Labor Council" or the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE II
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include:

All full-time sworn peace officers, including probationary officers, appointed by the Board of Fire and Police Commissioners, below the rank of captain, including patrol officers, corporals, detectives, sergeants, lieutenants, commanders.

Positions EXCLUDED from the above described bargaining unit shall include:

Chief of Police, captains, Special Assistant to the Chief of Police, Deputy Chief, Administrative Commander, auxiliary police, special police officers, part-time police officers, traffic guards or wardens, civilian parking meter and parking facilities personnel, clerks and dispatchers and other civilian employees; all non-sworn personnel, supervisors, managerial and confidential employees,

and any others excluded by the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.*

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards; to assign overtime; to contract out for goods; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to require the physical and mental fitness of employees; to establish performance standards for employees; to discipline for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees, (it is within the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to riots, civil disorders, tornado conditions, floods or other catastrophes); 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.

ARTICLE IV
NON-DISCRIMINATION

Section 1. Equal Employment Opportunity. The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices. The Employer agrees to comply with all applicable laws.

Section 2. Use of Masculine Pronoun. The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE V
DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any

increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues. Each officer who on the effective date of this Agreement is a member of the Union, and each officer who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Union during the term of this Agreement.

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement.

The Employer will not similarly deduct dues in any other labor organization as to officers covered by this Agreement.

Section 3. Fair Share.

(a) Non-council members employed in positions in the bargaining unit, who choose not to become members within thirty (30) calendar days of employment, or the signing of this Agreement, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement.

(b) The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 1 and 2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the Council has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share Fee to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Labor Council notifies the Employer that a different Fair Share amount should be collected.

(c) Said Fair Share payment shall not exceed the dues paid voluntarily to the Council by employees covered hereby.

(d) Fair Share payments shall be used for the following purposes only:

- (1) Expenses related to the negotiations of this Agreement;
- (2) Expenses relating to administration of this Agreement;

- (3) Expenses related to adjustment of grievances filed hereunder;
- (4) Expenses relating to lobbying activities insofar as said activities relate to the Council's collective bargaining efforts;
- (5) Expenses otherwise permitted by law to be included in the Fair Share payment provided that in no event shall any such payment be utilized for the purpose of supporting any political or ideological activities of the Council, including contributions related to the election or support of any candidate for political office.

(e) In the event any employee required to make a Fair Share payment hereby disputes the amount withheld pursuant to the Article, said employee may, within thirty (30) calendar days from the date that said amount is first withheld, file a complaint with the Council to that effect, listing the reasons for the dispute. Such complaint may be filed solely on the basis that the Fair Share payment amount includes expenses not permitted under Section 3(d) above. The employee shall provide a copy thereof to the Employer and the Council.

(f) The Council shall consider said complaint in accordance with procedures established by it, and shall, within thirty (30) calendar days of the date of the complaint, determine whether the required Fair Share payment amount includes any expense not permitted by Section 3(d) above. If the Fair Share payment amount includes unpermitted expenses, the Council shall adjust the payment amount so as to exclude said unpermitted expenses, notifying the Employer thereof; and said revised amount shall thereafter become the amount withheld pursuant to this Article, by the Employer for all employees covered by this Agreement.

(g) If the employee is not satisfied with the decision of the Council, said employee may, within thirty (30) days of the decision of the Council, notify the Employer and the Council that he/she wishes the complaint determined by an arbitrator, requested by and chosen from the Federal Mediation and Conciliation Service. The cost of the arbitrator shall be borne by the Council, however the employee shall be responsible for all of his own expenses, and those of his witnesses and counsel.

(h) From the date the Employer receives notice of complaint of the employee, the Employer shall deposit the Fair Share Fee deducted from the employee in an interest bearing escrow account. Once a final decision is received on the question, the Employer shall pay the proceeds of the escrow account in accordance with said decision.

(i) The Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Council, and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or carrying out the provisions of this Article.

ARTICLE VI
NO STRIKE

Section 1. No Strike Commitment. Neither the Union nor any police officers, agents or employees will instigate, promote, sponsor, engage in or condone in any strike, sympathy strike, secondary boycott, slow-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism or picketing which in any way results in the interruption or disruption or interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer or with Village operations. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Neither the Union nor any police officer shall refuse to cross any picket line by whomever established.

Section 2. In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, arising after their compliance with the requirements of this Section.

Section 3. Union Liability. On the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is a police officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers. Any police officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge subject to the provisions of 65 ILCS 5/10-2.1-17. Any action taken by the Employer against any officer who participates in any action prohibited by Section 1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the Grievance Procedure.

Section 5. The Employer will not institute a lockout over a dispute with the Labor Council so long as there is no breach of Section 1 or 2 of this Article.

ARTICLE VII
BILL OF RIGHTS

Section 1. Conduct of Disciplinary Interrogations.

A. Definitions: For purposes of this Article, the following terms shall have the meanings set forth herein:

Officer: Means any peace officer, as defined by Section 2-13 of the Criminal Code of 2012, as now or hereafter amended, who is a member of the bargaining unit. The term does not

include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's Office.

Informal Inquiry: Means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

Formal Investigation: Means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.

Interrogation: Means the questioning of an officer pursuant to the formal investigation procedures of the respective unit of local government unit in connection with an alleged violation of such unit's rules which may be the basis for filing charges seeking his or her suspension, removal or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.

Administrative Proceeding: Means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal or discharge of an officer.

B. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient to reasonably apprise the officer of the nature of the investigation.

C. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty. In the event that such interrogations are conducted on the employee's off-duty hours, then the employee shall be compensated in accordance with the overtime payment provisions of this Agreement.

D. The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

E. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

F. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

G. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record shall be electronically recorded.

H. No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal or discharge; and without first being advised in writing that he/she has the right to counsel of his/her choosing who may be present to advise him/her at any stage of any interrogation.

I. The officer under investigation shall have the right to be represented by counsel of his/her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided to the officer in order to obtain and confer counsel. The right to Union and/or legal representation shall apply at any interrogation or investigation level, regardless of the extent of disciplinary action that may be taken.

J. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Article may not be utilized in any subsequent disciplinary proceeding against the officer.

K. In the course of any interrogation, no officer shall be required to submit to a polygraph test or any other test questioning by means of any chemical substance, except with the officer's expressed written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made a part of his/her record.

L. The rights of officers in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

M. This Article does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any federal, State or local criminal law.

N. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatment as retaliation for or by reason of his/her exercise of the rights granted by this Article.

O. Prior to an interrogation of an officer, anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit. Any complaint, having been supported by a sworn affidavit, and having been found, in total or in part, to contain knowingly false material information, shall be presented to the appropriate State's Attorney for a determination of prosecution.

Section 2. No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

Section 3. If the investigation or interrogation of a bargaining unit member results in the recommendation of suspension or discharge, then the Employer shall follow the procedures set forth in Article XXX of this Agreement.

Section 4. If any officer covered by this Agreement is charged by indictment or complaint 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 the Board of Fire and Police Commissioners commences a hearing on the charges.

Section 5. Non-Adoption of Ordinance. The Employer shall not adopt any ordinance and the Police Department shall not adopt any regulation which prohibits the rights of an officer to bring suit arising out of his duties as an officer.

Section 6. Photo Dissemination. No photo of an officer under investigation shall be made available to the media prior to a conviction of a criminal offense or prior to a decision being rendered.

Section 7. Compulsion of Testimony. The Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any Civilian Review Board (excluding Fire and Police Commission) on any matter or issue under investigation.

Section 8. Except as provided in Article XXIX hereof, no officer shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol or controlled substances in the blood for any reason except upon reasonable cause to believe that the officer is then under the influence of alcoholic beverages or controlled substances. The Employer shall set forth such reasonable suspicions and the basis thereof, including objective facts and reasonable inferences drawn from those facts in light of experience, in writing prior to any such order or requirement.

Section 9. If an employee is the subject of an investigation, and the ensuing investigation fails to substantiate the complaint, the Employer will not place any information about the unsubstantiated complaint or the ensuing investigation into the employee's personnel files. This shall not preclude the Employer from maintaining separate internal investigation files on such complaints. The Employer will not take any adverse action against an employee based on such unsubstantiated complaint. Employees will be promptly notified on the completion of the investigation or sooner, if practicable.

ARTICLE VIII
RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended from time to time. (5 ILCS 315/14).

ARTICLE IX
GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any matter which is subject to the jurisdiction of the Fire and Police Commission established by law, except as provided in Article XXX of this Agreement, shall not be a subject of grievance or arbitration under this Agreement. Grievances concerning oral or written reprimands shall be commenced at Step 3 of the grievance procedure, and shall not be advanced to Step 4 of the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Step 1. The employee, with or without a Union representative may file in writing a grievance with the employee's immediate shift supervisor within ten (10) calendar days of its occurrence, or circumstances giving rise to a grievance when first known or should have been known by the grievant. The shift supervisor shall schedule a meeting with the employee and attempt to adjust the matter within seven (7) calendar days of the filing of the grievance and shall respond to the grievance in writing within seven (7) calendar days of the meeting.

Step 2. If not adjusted in Step 1, the grievance shall be reduced to writing and presented by the Union to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Chief of Police shall then render a written decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

Step 3. If the grievance is not adjusted in Step 2, the grievance shall be submitted in writing by the Union to the Manager within five (5) calendar days of the receipt from the Chief of Police of his response to the Step 2 procedure. A meeting shall be held at a mutually agreeable time and place with the Manager (or his representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is

reached, the Manager, or his designated representative, shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting.

Step 4. If the grievance is not settled in Step 3, the matter shall be referred for arbitration by written request by the Union made within ten (10) calendar days of the Employer's answer in Step 3. Arbitration shall proceed in the following manner:

- (1) The parties shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Upon receipt of the panel of arbitrators, the parties agree to alternate the striking of names from the panel, until one (1) name remains. This striking process shall be determined by a toss of the coin with the winner of the coin toss deciding whether to go first or second. Once the alternating striking process has been completed, the remaining arbitrator on the list shall be the one selected to conduct the hearing. Either party shall have the right to reject one (1) panel in its entirety. The arbitrator shall be notified of his/her selection by the parties and requested to set a time and a place for the hearing, subject to the availability of the Employer and Union representative. More than one (1) grievance may be submitted to the arbitrator where both parties mutually agree in writing.
- (2) The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrator shall confer with the parties to this grievance as necessary and may hold a hearing at the option of the arbitrator. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall be a closed hearing.
- (3) The arbitrator shall issue their decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted to him.
- (4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
- (5) The decision of the arbitrator panel shall be binding on the parties concerned in the grievance.

- (6) The cost of the arbitrator shall be borne equally by the Union and the Employer.
- (7) If the arbitrator calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved patrol officer, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses or representatives of the Union.
- (8) The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE X
LABOR-MANAGEMENT CONFERENCES

Section 1. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. No more than one (1) Union member may be absent from work in order to attend such "labor-management conferences". When absence from work is required to attend "labor-

management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. The Chief of Police shall approve such an employee's attendance at "labor-management conferences" except in situations where the operations of the department cannot permit such absence. Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

ARTICLE XI **LAYOFF**

Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Union in writing no later than thirty (30) days prior to such lay-off, and will provide the Union with the names of all officers to be laid off. Probationary police officers shall be laid off first, then certified officers covered by this Agreement shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-offs.

No employee will be hired or paid to perform those duties normally performed by an officer while any officer is on lay-off status.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the police department. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the officer is to report back to work.

It shall be the officer's responsibility to keep the Employer notified as to his/her current mailing address. A recalled officer shall be given seven (7) calendar days from receipt of notice to respond, and eight (8) additional days to report to work. The Employer may fill the position on a temporary basis until the recalled officer reports to work providing the officer reports to work during that fifteen (15) day period. Officers recalled to full-time work are obligated to take such work. An officer who declines recall to full-time work shall forfeit his/her seniority rights. An officer's right to reinstatement shall cease after twenty-four (24) months of continuous lay-off.

ARTICLE XII **EMPLOYEE SECURITY**

Section 1. Personnel File Inspection. The Employer's personnel files and disciplinary history relating to any officer shall be open and available for inspection by the affected employee during the regular business hours, with advance notice to and approval of the Chief of Police. The right of the officer or the officer's designated representative to inspect his or her personnel records does not apply to:

- (a) Letters of reference for that employee.

(b) Any portion of a test document, except that the officer may see a cumulative total test score for either a section of or the entire test document.

(c) Materials used by the Employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.

(d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

(e) An employer who does not maintain any personnel records.

(f) Records relevant to any other pending claim between the Employer and employee which may be discovered in a judicial proceeding.

(g) Investigatory or security records maintained by an Employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the Employer's property, operations, or business or could by the employee's activity cause the Employer financial liability, unless and until the Employer takes adverse personnel action based on information in such records.

Section 2. Limitation on Use of Material. Any information of an adverse nature which may be contained in any unfounded or exonerated matter, shall not be used against an employee in any future proceedings.

Section 3. Insertion of Adverse Material. If an Employer inserts any adverse material into the personnel file of any officer, then the officer shall be afforded an opportunity to review and receive a copy of said material if such a request is made.

ARTICLE XIII **SAFETY ISSUES**

Section 1. Safety issues are proper topics for discussion at the labor-management conferences provided in this Agreement. In addition thereto a representative of the Union shall be designated by the members of the Union to serve as a member of the Village Safety Committee.

Section 2. Disabling Defects. No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

ARTICLE XIV INDEMNIFICATION

Section 1. Employer Responsibility. The Village shall be responsible to hold officers harmless from and pay for money damages which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement for any acts of the officer arising within the scope of his employment, regardless whether claims for such acts may be filed after the resignation or retirement of such officer. The Employer shall indemnify the officer or pay for damages, except for damages which are punitive or exemplary in nature, and except as otherwise prohibited by law.

Section 2. Legal Representation. Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, except for claims for punitive or exemplary damages and except as prohibited by law.

Section 3. Cooperation. Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising out of this Article.

Section 4. Applicability. The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

ARTICLE XV HOURS OF WORK AND OVERTIME

Section 1. Normal Work Period and Work Day. Normal work period for all bargaining unit members is fourteen (14) days in duration and the work period shall begin on a Sunday, and end on a Saturday, fourteen (14) days later.

A normal work day for bargaining unit members shall be eight (8) consecutive hours in duration. Each work day shall include a thirty (30) minute paid meal break, which may be interrupted or precluded for emergency business. A meal period which is precluded or interrupted shall be resumed or provided at a later time in the same work day, if the workload permits. In no case shall an employee be entitled to extra compensation for any meal period not taken. The meal period will be assigned by the shift supervisor who shall determine the timing and personnel involved.

Section 2. Overtime Compensation. The Village of Elmwood Park Police Department hereby specifically announces its intentions to proceed under the exemptions provided in Section 207(k) of the Fair Labor Standards Act. All time worked in excess of the normal period of eighty (80) hours in a fourteen (14) day work period shall be compensated the premium rate of time and one-half the regular hourly rate of pay. An officer may voluntarily adjust his schedule with mutual agreement from the Chief of Police or his designee, otherwise, officers shall be compensated at the premium rate as set forth hereinabove for any hours worked in excess of eighty (80) hours in a normal fourteen (14) day work period. For purposes of this Section, all compensated hours shall be considered as hours worked.

The overtime rate shall be calculated on the basis of fifteen (15) minute increments.

Section 3. Call-Back. A call-back is defined as an official assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours. Employees required to report for work pursuant to a call-back, either on a regularly scheduled work day or on a day off, shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater.

Employees shall be paid the premium rate of time and one and one-half (1-1/2) the regular hourly rate of pay for all hours in excess of eighty (80) hours as described above.

In non-emergency situations, the Chief or his designee, as a general rule, shall take every reasonable step to obtain volunteers for call-back assignments, before requiring call-back work. However, volunteers will not necessarily be selected for work already in progress. Also, specific officers may be selected for special assignments, based upon specific skills, abilities and experience they may possess.

Call-back duties shall be offered to the employees in accordance with the seniority list. Assignments shall be offered to the most senior officer on the list first, who may accept or reject the assignment, and shall proceed in descending order until such assignment is filled. Once an officer accepts or rejects an assignment, he shall not be eligible for future assignment until such time as all officers on the list have had an opportunity for call-back assignment.

Section 4. Court Time. There are currently two (2) court calls at which an officer may be required to appear, one commencing at 9:00 a.m. and the second commencing at 1:30 p.m. Employees required to attend court, while off-duty, shall be compensated for a minimum for two and one-half (2-1/2) hours for each court appearance (at overtime rates for any off-duty court appearances), except if such court appearance is contiguous to the end of an officer's regularly scheduled shift, such officer shall only be compensated for the actual hours of the officer's appearance in court after the employee's scheduled shift hours. However, any employee who is required to attend court on behalf of the Village on a regularly scheduled day off (excluding vacation and personal days) shall be compensated for a minimum of three (3) hours for each court appearance (at overtime rates for any off-duty court appearances). In the event the regular court calls are

rescheduled, the parties shall meet and negotiate regarding the minimum compensation for either multiple morning calls or multiple afternoon calls, as the case may be. Employees shall be paid the premium rate of time and one-half their regular hourly rate of pay for all hours worked in excess of eighty (80) hours, as described above. Compensation for off-duty court attendance shall be either in the form of pay or by compensatory time, at the option of such employee, but if no option is selected by an employee for a particular pay period, such compensation shall be in the form of pay.

Section 5. Training Time. All employees covered by this Agreement shall be compensated a minimum of two (2) hours for any and all training and/or meetings which may be required while on the employee's off-duty time. All such duties shall be subject to the straight time/overtime provisions of this Article. However, all employees covered by this Agreement shall be required to submit to two (2) hours of firearm qualification classes of training per month, such time to be compensated at straight time regardless of all other hours worked during that work period.

Employees who are required to travel more than twenty-five (25) miles outside of the residency limits established in Article XXXI of this Agreement shall be compensated one-half (1/2) hour for travel time for each twenty-five (25) miles or portion thereof that such employee travels outside the residency limits, but excluding the first twenty-five (25) miles on each leg of the trip. Compensation shall be at the applicable rate of pay.

Section 6. Secondary Employment. Employees shall continue to be permitted to perform secondary employment in accordance with past practice and as modified by the Department's secondary employment policy dated March 15, 2001. Disputes concerning secondary employment shall be resolved through the grievance and arbitration provisions of this Agreement. Approval to perform secondary employment shall not be granted until the employee furnishes proof that the secondary employer has workers' compensation insurance coverage, when such coverage is required by law.

Section 7. Scheduling. During the term of this Agreement, the Chief of Police shall implement the previously worked-out permanent shift schedule on a trial basis. The Chief of Police shall retain the right to modify said schedule or to revert to rotating shifts at any time hereafter, pursuant to the second and third paragraphs of this Section.

Employees shall be assigned to their shifts based on the former shift assignment system, in which each employee expressed his/her shift preferences by listing a First Choice, Second Choice and Third Choice. By December 1st of each calendar year, bargaining unit employees shall be required to submit to the Chief of Police or his designee their list of shift preferences. If a bargaining unit employee fails to submit such shift preference list by the deadline, the employee's shift preferences shall be designated by default by the Chief of Police or his designee. The top three selections of patrol officers on each shift and the sergeant on each shift shall be determined based on seniority (length of service, regardless of rank), for a total of four (4) selections per shift to be determined by seniority. The assignment of the remaining officers to each shift shall be made by the Chief of Police or his designee, without regard to seniority. For such other shift assignments, the Chief of Police or his designee shall consider those officers' preferences and seniority, but such

preferences and seniority shall not be controlling. However, no officer shall be assigned to the same shift for three (3) consecutive years, if such shift was the officer's "Third Choice" in each of the three (3) consecutive years. The assignment and designation of one evidence technician and one juvenile officer to each shift shall be made by the Chief of Police or his designee, without regard to the seniority or shift preferences of such officers.

Shift Commanders shall be designated and assigned to each shift at the sole discretion of the Chief of Police or his designee, and such designations and assignments shall be made without regard to seniority.

Notwithstanding the above, in the event that a bargaining unit member is served with a subpoena to appear in court, upon mutual agreement between the Chief of Police or his/her designee and such bargaining unit member, such bargaining unit member's scheduled shift may be changed to the shift that more closely aligns with the required time for appearance in court, for any day that such officer is required to appear in court in response to such subpoena, provided that no other bargaining unit member's schedule is required to be changed.

Section 8. Extra Duty Details. Extra duty details shall be defined as employment, solely at the employee's option, by a separate or independent employer for law enforcement or related activities, which employment is facilitated by the Village (*e.g.*, Binny's security) pursuant to the applicable provisions of Section 7(p) of the Fair Labor Standards Act.

Bargaining unit members on a first-come, first-served basis will fill extra-duty details. Probationary employees are excluded and are not permitted to work extra-duty details. Once bargaining unit employees have been given a reasonable amount of time to sign up for details, remaining details will then be offered to non-bargaining unit employees. Employees working extra-duty details shall be compensated at the rate of pay to be agreed to between the Union and Employer.

Section 9. Compensatory Time. If offered by the Village, at the option of the officer, overtime (including FTO compensation) may be accrued as compensatory time off in lieu of payment for overtime. Overtime shall be banked at the rate of one and one-half (1-1/2) hours of compensatory time off for each overtime hour. Officers may not accrue more than eighty (80) hours of compensatory time off at any time. Payment of overtime, regardless of the officer's option, shall occur if an officer reaches the eighty (80) hour cap. An officer who accrues eighty (80) hours of compensatory time off and subsequently uses compensatory time off, thus dropping below the eighty (80) hour cap, may again elect, at his option, to accrue compensatory time off in lieu of payment, if offered by the Village.

An officer's use of accumulated compensatory time shall be scheduled at the mutual convenience of the officer and the Chief or his designee. The Chief or his designee shall not unreasonably deny the use of compensatory time if operational requirements will not be adversely affected. Compensatory time off shall not be approved if its use causes a Call-Back (Section 3); however, once compensatory time off is approved, it shall not be revoked unless a bona fide emergency exists. Compensatory time off requests will be approved on the basis of seniority if

submitted prior to the Chief's or his designee's approval of the schedule for the scheduling period the request falls in. Compensatory time off requests submitted within a scheduling period for which the schedule was already approved by the Chief or his designee will be approved on a first come, first served basis, regardless of seniority.

On April 30th of each calendar year, the Village will pay out the entire balance of compensatory time to every officer who has accrued compensatory time. The compensation shall be payable on the first payroll date in May, at the hourly rate in effect on April 30th. After the compensatory time off bank has been zeroed (paid out), officers may again accrue compensatory time at their option.

Section 10. Village Security Details. If the Chief or his/her designee, in his/her sole discretion, determines that security is needed for Village-sponsored events (including, but not limited to, Concerts in the Park, Fourth of July activities, the Taste of Elmwood Park, and the Fall Festival), then only full-time police officers or auxiliary officers may be used to provide such security. The Chief or his/her designee, in his/her sole discretion, shall determine how many full-time police officers and auxiliary officers are needed for security for such Village-sponsored events. If full-time officers are needed for such security details, the Chief shall assign the full-time officers in accordance with Section 3, Call-Back, of this Article.

ARTICLE XVI

WORKING OUT OF CLASSIFICATION

Section 1. An employee below the rank of sergeant who is temporarily assigned, by order or operation of departmental regulation, to the duties of sergeant shall be paid the pay grade of a sergeant during such assignment, provided the minimum requirement is met. A sergeant who is temporarily assigned, by order or operation of department regulation, to the duties of commander shall be paid the pay grade of a lieutenant during such assignment, provided the minimum requirement is met. No more than one (1) employee may work out of classification at one time.

In order to qualify for temporary assignment pay, the employee must work two (2) consecutive hours or more in the higher level position classification.

Section 2. When an employee is assigned the duties and responsibilities of a rank higher than that which he normally holds, for an accumulated total of at least one thousand twenty-six (1,026) hours in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustment to be made at the end of the calendar year.

ARTICLE XVII
COMPENSATION

Section 1. Wages. The salary scale as agreed and established for employees covered by this Agreement is set forth on Exhibits A, B and C attached.

If at any time during the term of this Agreement, the Village's state-shared revenue from the Local Government Distribute Fund ("LGDF") (which is the Village's share of the State income tax) is reduced by 10% or more, based on action by the Illinois General Assembly, then the covered employees shall not receive a wage increase for that year. This determination shall be made prior to April of each year during the term of this Agreement. Following a reduction of 10% or more of such revenue in 2016 or 2017, if the shared revenue is not reduced by action of the Illinois General Assembly, then the covered employees shall receive wage increases effective May 1st of the year in which such reduction has not occurred, but such wage increase shall be in the amount previously scheduled for the year in which such wage increase was not required pursuant to this paragraph. (For example, if a covered employee does not receive a wage increase effective May 1, 2016, such employee's wages will be automatically adjusted to the May 1, 2015 wage amount as indicated in Exhibit A, to be effective on May 1, 2016, in lieu of the wage amount indicated in Exhibit B, unless the Village's LGDF revenues are reduced by 10% or more, based on action by the Illinois General Assembly. Thereafter, the wage schedule in effect May 1, 2017 would be the wage amount as indicated in Exhibit B, in lieu of the wage amount indicated in Exhibit C, unless the Village's LGDF revenues are reduced by 10% or more.) This language shall be effective for only the May 1, 2016 and May 1, 2017 wage increases, and the language shall expire on December 31, 2017.

In the event that the Village does not exercise its authority in either 2016 or 2017 to forego providing a wage increase to bargaining unit members who are represented by the Elmwood Park Firefighters Association, or to non-represented employees of the Village, then bargaining unit members shall receive the same percentage wage increase that such non-represented employees or firefighters received for that year.

Section 2. Longevity. In addition to the employee's base salary, each employee shall receive longevity pay based upon his years of service as a full-time sworn police officer with the Village. Longevity shall consist of a two percent (2%) raise of the base pay after three (3) years of completed service, plus an additional two percent (2%) for each three (3) year period thereafter, with a maximum accumulation of eight percent (8%) after the completion of twelve (12) years of such required service with the Village.

Section 3. In addition to other compensation, officers who act in the capacity of a field training officer (FTO) shall receive an additional one-half (1/2) hour overtime per shift for each shift that they are actually engaged in acting as an FTO.

ARTICLE XVIII
SENIORITY

Section 1. Definition of Seniority. As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire as a sworn officer. In cases of officers hired on the same date, seniority shall be determined by referring to the final patrol officer's eligibility list from which they were hired.

Section 2. Vacation Scheduling. Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Vacations shall be chosen by seniority of all bargaining unit members, regardless of rank, on each shift; except single day selections shall be determined on a first come, first served basis, regardless of seniority. Vacation schedules shall be approved by the Employer.

Section 3. Promotion. Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tiebreaker.

Section 4. Seniority List. The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. On May 1st of each year the Employer shall furnish the Union with a current seniority list.

ARTICLE XIX
VACATIONS

All employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
0 through 1	0
1 through 5	12
6 through 11	18
12 through 20	24
21 or more	28

Provided, effective May 1, 1994, any current employee who has completed at least ten (10) years of police service with the Village on April 18, 1988 shall continue to be entitled to twenty-eight (28) days of vacation, or the number of vacation days to which said employee was entitled to on April 18, 1988, whichever is greater.

Employees may not accumulate more than seventy-five (75) vacation days, including the current year's allotment. Effective May 1, 2006, if an employee's total accumulated vacation days, when added to that current year's allotment of vacation days, exceeds seventy-five (75) days, those vacation days in excess of seventy-five (75) shall be forfeited. Employees who are on leave of absence pursuant to the Public Employee's Disability Act (PEDA) and who reach the cap on vacation days shall not continue to accumulate vacation days beyond the cap provided in this Agreement.

ARTICLE XX **HOLIDAYS**

Section 1. The following days shall be recognized and observed as holidays:

New Years' Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, General Election Day (State or National), Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and Employee's Birthday.

Section 2. Holiday Compensation. Employees shall be entitled to compensation for such holiday equal to eight (8) hours the regular hourly rate of pay. Any employee, whether he works his regularly scheduled work hours on a holiday or not, shall be entitled to eight (8) hours of additional pay, at the straight time rate, as holiday pay (i.e. each employee will receive one (1) additional day's pay during that pay period in which a holiday occurs). Any hours worked on holidays shall be credited towards the eighty (80) hours requirement for overtime compensation. Any employee who calls in sick the day before or day after a holiday may be required to provide medical proof of illness, such notice of required proof to be given at the time the employee notifies his supervisor or returns to work.

Any employee who works on one (1) of the holidays listed in Section 1 shall receive an additional two (2) hours of holiday pay at the straight time rate, as additional holiday pay.

ARTICLE XXI **INSURANCE**

Section 1. Medical/Hospitalization Insurance. The Village agrees to provide medical/hospitalization insurance plans, with approximately the same benefits as currently provided to employees covered by this Agreement and their dependents. The Village agrees to pay ninety percent (90%) of the premium for single coverage for employees enrolled in the Village's HMO or PPO/Standard plan, and ninety percent (90%) of the premium for dependent coverage for employees enrolled in the HMO or PPO/Standard plan, and the covered employees shall be responsible for paying ten percent (10%) of the premium for single coverage and/or family coverage in the HMO plan or PPO/Standard plan, whichever plan the employee elects. For purposes of this Agreement, the term "dependent coverage" shall be an insurance plan that includes coverage for an employee's spouse or dependent child(ren) (eg. "Employee and Spouse" plans, "Employee and Child(ren)" plans, "Full Family" plans). The Village reserves the right to amend this plan or to change insurance carriers

from time to time upon thirty (30) days notification to the Labor Council, provided such amendment or change does not increase the deductible limit borne by the employee, nor substantially reduce coverage below the benefits set forth in Appendix "A", attached hereto and made a part hereof.

Notwithstanding the above, the Village shall not be required to offer any group health insurance plan that will be in effect on or after January 1, 2018 that will be subject to an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation, except that if the Village does offer a group health insurance plan that is subject to such Cadillac tax on or after January 1, 2018, employees who are enrolled in such plan shall be required to pay, as additional health insurance premium contributions, in addition to the employee premium contributions set forth above, an amount equal to any Cadillac tax. Any time after July 1, 2016, upon the written demand of either party, the parties shall re-open negotiations regarding this Section 1., with regard to bargaining over an alternative health insurance plan that will not be subject to such Cadillac Tax under the ACA or any similar state or federal legislation or regulation, for implementation on July 1, 2017. Such bargaining shall commence no later than thirty (30) days after such written demand to bargain is made. In such event, the parties shall negotiate for a period of thirty (30) days or longer if mutually agreed. If no agreement is reached within the negotiation period, both parties agree to resolve any disputes relating to such mandatory subject of bargaining by expedited impasse resolution under Section 14 of the Illinois Labor Relations Act. If agreement is not reached by October 1, 2016, the parties agree to select an arbitrator at that time, just in case the arbitrator's services become necessary, and further agree to only select an arbitrator who will agree to hold a hearing and issue a decision and award by March 1, 2017. The parties agree that negotiations and/or interest arbitration shall be completed by March 1, 2017, so that such plan and/or benefit level modifications can be implemented by July 1, 2017.

Section 2. Dental Insurance. The Employer agrees to maintain current dental insurance program at no cost to the employee for individual coverage. Dependent coverage shall also be made available with the employee paying one hundred percent (100%) of the cost of dependent coverage.

Section 3. Life Insurance. The Village shall provide each employee life insurance coverage in the amount of Fifty Thousand (\$50,000.00) Dollars, at no cost to the employee. In the event the Village increases the amount of the life insurance benefit for any other member of a Village collective bargaining unit, the Village shall increase the amount of the life insurance benefit for employees covered by this Agreement to an amount not less than that amount provided to members of other collective bargaining units of the Village.

Section 4. Post-Retirement Option. Employees who retire in good standing with the Village shall be permitted to deposit the dollar value of all accrued and unused vacation time, personal time, compensatory time and seventy-five percent (75%) of accumulated sick leave, in lieu of the cash pay-out pursuant to Section 8 of Article XXII of this Agreement, into a Retirement Health Savings Plan, to be established by the Village when designated by the Union, as further provided in Section 1(a) of Article XXII. The Village shall not be required to pay any costs for administration of such Plan, but rather all such costs shall be borne by the employees participating in such Plan.

Section 5. Effective July 1, 2006, any employee who voluntarily does not participate in the Village's medical/hospitalization insurance plans for the previous twelve (12) calendar months, corresponding with the Village's insurance plan year, shall receive a \$1,750.00 bonus payment (less applicable withholding).

ARTICLE XXII
SICK LEAVE

Section 1. (a) All employees covered by the terms of this Agreement shall be credited with sick leave at the rate of eight (8) hours per month up to a maximum of ninety-six (96) hours per calendar year unless on leave of absence without pay. An employee who begins work or returns from leave during the first half of the month will receive a full month's sick leave credit; after the middle of the month no sick leave will be credited for that month. Sick leave may be accumulated to a maximum of one thousand forty (1,040) hours. The parties agree to meet upon request of the Union to negotiate an RHS Plan, provided the Village shall not be obligated to make Employer contributions.

(b) During the month of May, each employee shall be required to elect whether to convert those unused sick days accumulated during the previous fiscal year to personal days, to a maximum of fifteen (15) days (*i.e.*, 8 hours sick leave equals 8 hours personal time, to a maximum of 120 hours), provided that no conversion shall be permitted if it would result in less than forty (40) hours of sick leave being retained (*i.e.*, employee must have at least 40 hours of sick leave after conversion).

Section 2. Sick leave is allowed only in case of necessity when the employee is actually sick or disabled in a pay status. An employee who becomes injured or ill and unable to work while on vacation must continue his/her scheduled vacation time before going on sick leave.

Section 3. Accumulated sick leave may be used under the following circumstances:

- (a) illness, disability of the employee when the employee is incapacitated for duty;
- (b) appointments with doctors, dentists or other professional medical practitioners;
- (c) the minimum charge to sick leave accounts shall be in one (1) hour increments.

Section 4. To be eligible for sick leave with pay, an employee must:

- (a) report not less than one (1) hour before starting time by telephone or in writing to the police chief or the employee's immediate supervisor, the reason for absence;

(b) keep the police chief or the immediate supervisor informed of his/her condition every subsequent day of the absence after the initial one;

(c) permit the Village to require a medical examination by a Village approved physician as it deems necessary;

(d) submit a medical certificate for any absence exceeding three (3) days when requested by the Village.

Section 5. Maternity leaves are given in accordance with the Village's sick leave, disability and leave of absence policies. The Chief of Police may, at his discretion, grant a light duty assignment to an employee covered by this Agreement, after receipt of a physician's certificate certifying that employee's pregnancy.

Section 6. The Village may investigate any absence for which sick leave is requested and require an employee to see the Village's medical doctor in some instances. False or fraudulent use of sick leave is cause for dismissal or other appropriate disciplinary action against the offending employee.

Section 7. If any employee is absent because of illness or non-occupational disability, the employee shall be required to first exhaust accumulated sick leave days, and then vacation days, until the employee becomes eligible for police pension disability benefits. In the event an employee has exhausted all sick leave and vacation days prior to the expiration of any waiting period for disability benefits, the employee shall not be entitled to any compensation from the Village. Those employees who have exhausted vacation or sick leave and are ineligible for disability benefits may petition the President and Board of Trustees for an extension of sick leave sufficient to allow the individual a continuity of income until such disability benefits become operative. Such petition must be accompanied by sufficient medical documentation verifying the source and extent of the disability. Any extension of sick leave which may be granted shall be debited against future sick leave.

Section 8. Upon termination of employment for any reason, separation from service or death, an employee or the employee's estate is entitled to be paid at one-quarter (1/4) rate for unused sick leave not exceeding one thousand forty (1,040) hours which has accrued on or after January 1, 1988. In the event an employee retires after twenty (20) years of service, unused sick leave shall be compensated at the rate of one-half (1/2) the normal rate of pay. The normal rate of pay to be used in determining the lump sum payment for sick leave shall be the rate of pay on the last day that the employee was in pay status. All accumulated sick leave existing on January 1, 1988 shall remain and be credited to the employees covered by this Agreement. In no event shall such sick leave be accumulated beyond a maximum of one thousand forty (1,040) hours.

ARTICLE XXIII
PERSONAL DAYS

Employees shall be entitled to accumulate up to fifteen (15) personal days (*i.e.*, 120 hours) off. Personal days may be carried over. Personal days off shall be taken at a time which is mutually agreed upon by the employee and the Chief of Police, subject to the operational requirements of the Department.

ARTICLE XXIV
LEAVES OF ABSENCE

Section 1. Bereavement Leave/Death in Family. The Employer agrees to provide to officers up to three (3) days funeral leave without loss of pay as a result of a death in the immediate family, as hereinafter defined. An officer may request to use additional time off, from their other options, but such additional time-off is subject to the approval of the Chief of Police.

Section 2. Definition of Family. A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), sister-in-law, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 3. Short Term Military Leave. Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 4. Injury Leave. An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

Section 5. Family and Medical Leave Act. Effective February 5, 1994, any "eligible employee", as that term is defined under the Federal Family and Medical Leave Act of 1993 (29 USC Sec. 2261 *et seq.*), shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period in accordance with the terms and provisions of said Act. The employee should provide the Chief of Police or his designee thirty (30) calendar days notice if possible before taking such leave, or shall provide such notice as is practicable. An eligible employee may elect, or the Employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave, medical or sick leave of the employee for leave provided under the Act, or any part of the twelve (12) week period for such leave, in accordance with the provisions of the Act. In all other

respects, the employee and the Village shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA.

Section 6. Americans With Disability Act. The Employer may take reasonable steps to comply with the Americans with Disability Act, provided that such action is not inconsistent with the terms of this Agreement. In the event that the Employer's action is inconsistent with this Agreement, upon written request of the Labor Council, the parties shall commence negotiations over the issues, subject to the Resolution of Impasse Procedure contained in this Agreement.

ARTICLE XXV UNIFORMS

All sworn employees shall be entitled to a uniform allowance in the amount of One Thousand (\$1,000.00) Dollars. This uniform allowance shall be paid to employees in advance in payments of \$500.00 on May 1st and November 1st of each year. Employees who were hired after May 1st or November 1st, respectively, shall be entitled to a pro rata payment for the corresponding payment period. The Village shall not be obligated to reimburse employees for the cost of sales tax on such uniform purchases and employees shall not be obligated to turn in receipts for the cost of such uniform purchases.

Any change or addition to the standard uniform as is presently constituted (including civilian dress) shall be paid for by the Employer for the initial article of clothing changed and thereafter shall be paid for by the employee.

The Village shall provide a Level II A contour body armor vest to any bargaining unit member who requests one. Those bargaining unit members who have been provided a Level II A contour body armor vest by the Village shall be required to wear such vest while on duty as a condition of employment, or be subjected to disciplinary action for failure to wear such vest. If the Village has previously provided such vest to an officer, the Village will replace such vest if the Village determines that such vest is no longer functioning for its intended purpose.

ARTICLE XXVI EDUCATIONAL INCENTIVE AND TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement. The Village encourages full-time police officers to obtain a level of education which would improve his skills as a police officer. If department funds have been allocated, a full-time employee wishing to take college, university, graduate or technical school courses which are designed to improve job skill and ability may request the Village to aid in the cost of such education. Employees become eligible for such reimbursement upon completion of their probationary period. In order to qualify for such aid, written authorization from the Chief of Police must be forwarded at least fifteen (15) days prior to enrollment to the Village Manager for his verification of course content and his formalized approval.

Upon proof to the Village that the employee has earned a "C" grade or better or a "Pass" in a Pass/Fail course, the Village will reimburse the employee for one hundred percent (100%) of the tuition for such approved courses. If not enough money is budgeted by the Village to fully compensate all employees who have applied and qualified for reimbursement, the employees who qualify shall divide the budgeted money on a pro rata basis.

Section 2. Education Incentive. Any officer who has or receives a bachelor's degree from any accredited college or university shall receive a bonus, not added to base, of Seven Hundred Fifty (\$750.00) Dollars. This bonus shall be payable on the first payroll date in December of each calendar year during the term of this Agreement. In order to qualify for such bonus, a covered employee must have obtained such a degree and exhibited proof of having obtained said degree to the Chief of Police on or before September 1.

ARTICLE XXVII BULLETIN BOARDS

The Employer shall provide the Union with designated space on the Police Department's bulletin boards. The Union may place informational material on such bulletin boards provided:

- (a) the Union is clearly identified in the material;
- (b) the contents of the material relate to activities of the Union and are not partisan, political or defamatory in nature;
- (c) the Union assumes all costs incidental to preparation or distribution of the material;
- (d) the Union advises the Employer in advance and does not interrupt Employer operations.

ARTICLE XXVIII FOP REPRESENTATIVES

Section 1. Grievance Processing. Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Approval of the shift supervisor shall be obtained prior to the use of on-duty time for such purposes. Such activities shall not interfere with the operations of the department. One (1) Union negotiating team member shall be permitted to attend negotiating sessions as part of his regular work day, if so scheduled, without loss of pay or credit for time worked.

Section 2. Any employee(s) chosen as delegate(s) to an FOP state or national conference may, upon written application approved by the Union and submitted to the Village with at least thirty

(30) days notice be given a leave of absence without pay for the period of time required to attend such convention or conference, so long as such leave does not adversely affect operational requirements. This period of time shall not exceed one (1) week. No more than one (1) employee per operational unit or shift may be given leave to attend such conventions. Such leave shall not preclude an employee from the use of normal off-time for such purposes, subject to departmental procedures.

ARTICLE XXIX
ALCOHOL AND DRUG TESTING PROCEDURES

Section 1. Statement of Policy. It is the policy of the Village of Elmwood Park that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 2. Prohibitions. Officers shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Procedures. Where the Village has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The Police Department may engage in periodic testing annually of a maximum of twenty-five percent (25%) of departmental employees for alcohol and fifty percent (50%) of departmental employees for illegal drugs in accordance with the standards and procedures contained in the Village's drug and alcohol testing protocol with S.A.M.I. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or for promotion.

Section 4. Order to Submit to Testing. At the time an officer is ordered to submit to testing authorized by this Agreement, the Village shall provide the officer with a written notice of the

order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the FOP at the time the order is given but such consultation shall not delay the time in which such officer shall be required to submit to testing. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5. Tests to be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers submitting a sample shall be observed by a member of the same sex to be designated by a supervisory officer;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing that meets the requirements of subparagraphs (a) and (b) hereinabove, at the officer's own expense; provided the officer notifies the Chief of Police within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the officer's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, the standards set forth in 625 ILCS 5/11-501.2 as now established or as may hereafter be amended shall apply in determining whether test results shall be considered to be positive;

(j) provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results;

(k) insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest. The Union and/or the officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 7. Voluntary Requests for Assistance. The Village shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the officer. The Village shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

Section 8. Discipline. In the first instance that an officer tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, such officer shall be subject to disciplinary action by the Village. In addition, the employee shall be required to:

- (a) agree to appropriate treatment as determined by the physician(s) involved;
- (b) discontinue his use of illegal drugs or abuse of alcohol;
- (c) complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) agree to submit to random testing during hours of work during the period of "after-care."

Officers who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline.

The foregoing shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents the individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pursuant to Village policy, at the officer's option, pending treatment. The foregoing shall not limit the Village's right to discipline officers for any other type of misconduct.

ARTICLE XXX **DISCIPLINE AND DISCHARGE**

Section 1. Discipline. Nothing in this Agreement shall be construed to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Board of Fire and Police Commissioners or subject to the grievance procedures of this Agreement. The Employer may institute disciplinary action against any non-probationary employee for just cause. Disciplinary action for non-probationary employees may consist of any one of the following penalties:

- (a) oral reprimand
- (b) written reprimand
- (c) suspension
- (d) discharge.

If the Police Chief decides to discipline or institute disciplinary action against any non-probationary employee, the following procedures in this Article shall apply:

Section 2. Police Chief's Authority to Discipline and to Suspend Pending Investigation and/or Hearing.

- (a) The Police Chief shall have the disciplinary authority:

(1) To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of five (5) calendar days, in accordance with 65 ILCS 5/10-2.1-17. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.

(2) To file charges against employees seeking the penalties of a suspension without pay of more than five (5) calendar days up to thirty (30) calendar days or discharge. In the event that an employee and the Union elect to dispute a suspension of more than five (5) calendar days up to thirty (30) calendar days or a discharge through the grievance arbitration procedures, as described in this Article, the employee may be suspended or terminated by the Chief of Police, without the need to have a hearing before the Board of Fire and Police Commissioners, subject to the grievance procedure.

(b) The Police Chief shall also have the authority to suspend an employee with or without pay, pending investigation and/or pending a hearing on charges recommending discharge, regardless of which hearing option may be selected by the employee. Where the Police Chief makes a tentative decision to suspend, without pay, pending investigation or hearing on charges recommending discharge, prior to implementing the suspension, the Chief or his/her designee shall notify the Union and meet with the employee involved, and the employee's Union representative, if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Union representative if present, shall be given the opportunity to rebut or clarify the reasons for the suspension without pay pending investigation or hearing. In the event the employee who is suspended without pay selects the grievance option to dispute his/her discharge, the arbitrator chosen to resolve the disputed discharge shall have the authority to remedy the period of time the employee was on unpaid suspension (if the employee is reinstated).

(c) If the Police Chief decides to discipline a non-probationary employee according to Section 2(a)(1) or to initiate discipline of an employee according to Section 2(a)(2), he/she or his/her designee shall serve written notice of the discipline or of the proposed discipline upon the employee involved, with a copy to the Union. The employee shall have the right to elect challenging the disciplinary penalty or proposed disciplinary penalty, pursuant to 65 ILCS 5/10-2.1-17 or by filing a grievance, but not both, as follows:

(1) If the employee elects to have the disciplinary action or proposed disciplinary action heard by the Board of Fire and Police Commissioners, the employee's appeal shall be governed by 65 ILCS 5/10-2.1-17 and the rules and regulations of the Elmwood Park Board of Fire and Police Commissioners.

(2) If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article IX of the Agreement, except that it shall be filed at Step 3 of the procedure. Oral and written reprimands will only be processed through Step 3 and shall not be subject to grievance arbitration.

Section 3. Irrevocable Election of Appeal Procedure. Upon receipt of the notice of proposed discipline, the employee may elect to appeal the disciplinary action (excluding oral and written reprimands under the Board of Fire and Police Commissioners option; oral and written reprimands through Step 3 under the grievance option) either to the Village of Elmwood Park Fire and Police Commissioners ("Board of Fire and Police Commissioners") or, with approval of the Union, through the grievance and arbitration procedure set forth in Article IX of this Agreement. The employee shall notify the Village of his election in writing within ten (10) calendar days of receiving the Police Chief's written notice of the proposed discipline. It is agreed that the option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive and irrevocable and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option, is appealed to the grievance and arbitration procedure set forth in Article IX of this Agreement. If the employee fails to make a timely election, the Police Chief shall proceed to the Board of Fire and Police Commissioners for suspensions in excess of five (5) calendar days or for discharge. The parties expressly agree that if an employee uses the form attached hereto to this Agreement as Appendix "B" as notification of his/her election of disciplinary appeal procedure, the form, if timely filed, shall satisfy all the obligations herein and shall also serve as the grievance if that option is chosen.

Section 4. Board of Fire and Police Commissioners Option. If the employee notifies the Village of his decision to have the appeal heard before the Board of Fire and Police Commissioners, or if the employee fails to make a timely election, the procedures set forth in 65 ILCS 5/10-2.1-17 shall be applicable, except as modified in this Article. Where the Police Chief believes there is just cause to suspend in excess of five (5) calendar days or discharge an employee, he shall not file formal charges or otherwise invoke the jurisdiction of the Board of Fire and Police Commissioners until the employee has notified the Village in writing of his irrevocable option to have the appeal heard before the Board of Fire and Police Commissioners within the ten (10) calendar day period specified above or until the ten (10) calendar day period has expired. If the Board of Fire and Police Commissioners determines there is or is not cause for discipline, it retains the disciplinary and remedial authority, whichever is applicable, set forth under 65 ILCS 5/10-2.1-17.

Section 5. Grievance and Arbitration Option. If the employee notifies the Village of his decision (with approval of the Union) to have the appeal heard through the grievance and arbitration procedure, the Chief of Police or his/her designee shall have the authority to impose such proposed discipline without the need for a hearing before the Board of Fire and Police Commissioners, and the grievance shall be filed at Step 3. Any appeal to the grievance and arbitration procedure shall be filed utilizing the form attached hereto to this Agreement as Appendix "B" and shall be signed by the Union President or his designee. Any disciplinary grievance filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon it. If the arbitrator determines that the disciplinary action is not supported by just cause, the arbitrator shall have the authority to rescind or modify the action and order that the employee be made whole for any

losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator; provided that the arbitrator may consider, based on the totality of circumstances concerning a request for continuance of the disciplinary proceedings by the Union or the employee, not to award any back pay corresponding to any period of time where the Union or the employee sought and received a continuance of the hearing.

Section 6. Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Labor Council, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, *i.e.*:

(a) Board of Fire and Police Commissioners' Option: Any appeal of a Board of Fire and Police Commissioners' decision shall be in accordance with the provisions of the Administrative Review Act, as provided by the Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-17.

(b) Arbitration Option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act, as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

Section 7. Exclusivity of Disciplinary Procedures. This Agreement is intended to supplement the hearing rights afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17 by providing employees with an option to choose between having a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this Agreement or by a hearing conducted by the Fire and Police Commission. Nevertheless, in the event of any conflict between the terms of this Agreement and the provisions of 65 ILCS 5/10-2.1-17, pursuant to Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the Village of Elmwood Park Board of Fire and Police Commissioners.

Section 8. Expedited Arbitration. The parties agree to cooperate in establishing procedures to expedite the resolution of any grievance filed as to the just cause of a disciplinary action taken pursuant to this Article.

ARTICLE XXXI

PHYSICAL FITNESS REQUIREMENTS

All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain an efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village may establish specific physical fitness standards. Employees who participate in the test shall receive two (2) hours overtime pay. All bargaining unit members who voluntarily participate in the physical fitness testing and who pass the tests shall receive a Two

Hundred (\$200.00) Dollar stipend each year that such employee participates and successfully meets the testing requirements.

ARTICLE XXXII **GENERAL PROVISIONS**

Section 1. Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. Such visitations shall not interfere with the operations of the Department.

Section 2. The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. Such visitations shall not interfere with the operations of the Department.

Section 3. The Employer agrees to defray funeral and burial expenses of any officer of the Police Department who is killed in the line of duty, to a maximum of Five Thousand (\$5,000.00) Dollars.

Section 4. Residency Requirements. Employees covered by this Agreement shall be required to reside within the geographical area described as Cook, DuPage, Kane, Will, Lake and McHenry Counties.

Section 5. Minimum Qualifications for Eligibility for Sergeants' Promotion. Officers who have completed less than five (5) years of service as a full-time police officer in the Village's Police Department at the time that the written examination for promotion to sergeant is provided shall not be eligible to take such examination. (This will require an adjustment in seniority points, *i.e.*, first year of eligibility for seniority points will be year 6.)

Section 6. Sick Leave – Non-Injury Day. Any employee who does not use a sick or injury day during the calendar year shall be entitled to receive eight (8) hours of compensatory time off.

Section 7. Technology Committee. The Union shall designate two (2) members of the bargaining unit to serve on a Technology Committee with two (2) designees appointed by the Chief of Police. Meetings will not be held in the absence of a quorum, which shall consist of all four (4) members of the Committee. This Committee shall meet as often as the parties agree to discuss issues regarding new or existing technology that is being used or may be used in the Department. A request for a meeting shall be submitted in writing to the other party and such request shall provide a description of the topic(s) to be discussed at such meeting.

Recommendations by a majority of the Committee members will be submitted in writing to the Chief of Police and a representative of the Labor Council. Such recommendations shall not be binding on either the Union or the Employer. A Union member shall not receive any additional compensation, if meetings of such committee are held on days when such member is not otherwise required to be on duty.

ARTICLE XXXIII **SAVINGS CLAUSE**

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

ARTICLE XXXIV **DURATION**

Section 1. This Agreement shall be in effect from May 1, 2015, and shall remain in full force and effect until April 30, 2018. It shall continue in full force and effect from year to year thereafter unless notice of renegotiation is given, in writing, by certified mail, by either party, at least one hundred twenty (120) days before the expiration date and shall continue in full force and effect during any renegotiation for a successor agreement. The notice of renegotiation shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Complete 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 within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily 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 this Agreement; however, in the event a subject matter, whether specifically addressed herein or not, is introduced or modified, and which could result in an economic impact on employees covered by the terms of this Agreement, the Union shall have the right to notify the Employer, within ten (10) calendar days of such modification or introduction, or its desire to negotiate over such subject matter, utilizing the impasse procedures of Section 14 of the Act.

Section 3. Notice to Parties. All notices shall be served personally or by certified mail on the parties' representatives as follows:

For the Village
Village Manager
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, IL 60707

For F.O.P. Lodge #48
Illinois Fraternal Order
of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704

All notices shall be deemed effective upon delivery or upon the date of mailing.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of September, 2015.

FOR THE UNION:

[Redacted signature area for the Union]

FOR THE VILLAGE OF ELMWOOD PARK:

[Redacted signature area for Village President]

VILLAGE PRESIDENT

ATTEST:

[Redacted signature area for Village Clerk]

VILLAGE CLERK

EXHIBIT A

The salary scale for the period from May 1, 2015 through April 30, 2016 shall be as follows:

Patrolman

Starting Salary	\$55,794.00
After six (6) months	\$59,993.00
After twelve (12) months	\$64,192.00
After eighteen (18) months	\$68,392.00
After twenty-four (24) months	\$72,592.00
After thirty (30) months	\$76,841.00
After thirty-six (36) months	\$81,093.00

Sergeant \$91,346.00

Lieutenant \$98,005.00

Juvenile officer or detective* \$1,450.00 annual stipend added to salary

Evidence Technician* \$1,450.00 annual stipend added to salary (stipend to be paid to one (1) officer per shift, except two (2) officers on one (1) shift (for a total of four) to be designated by Chief of Police)

Range Officer* \$1,450 annual stipend added to salary (stipend to be paid to one (1) officer, to be designated by Chief of Police)

NIPAS Member* \$1,450 annual stipend added to salary

* No more than one (1) stipend to be paid to any bargaining unit member.

EXHIBIT B

The salary scale for the period from May 1, 2016 through April 30, 2017 shall be as follows:

Patrolman

Starting Salary	\$56,631.00
After six (6) months	\$60,893.00
After twelve (12) months	\$65,155.00
After eighteen (18) months	\$69,418.00
After twenty-four (24) months	\$73,681.00
After thirty (30) months	\$77,994.00
After thirty-six (36) months	\$82,309.00

Sergeant \$92,716.00

Lieutenant \$99,475.00

Juvenile officer or detective* \$1,450.00 annual stipend added to salary

Evidence Technician* \$1,450.00 annual stipend added to salary (stipend to be paid to one (1) officer per shift, except two (2) officers on one (1) shift (for a total of four) to be designated by Chief of Police)

Range Officer* \$1,450 annual stipend added to salary (stipend to be paid to one (1) officer, to be designated by Chief of Police)

NIPAS Member* \$1,450 annual stipend added to salary

* No more than one (1) stipend to be paid to any bargaining unit member.

EXHIBIT C

The salary scale for the period from May 1, 2017 through April 30, 2018 shall be as follows:

Patrolman

Starting Salary	\$57,480.00
After six (6) months	\$61,806.00
After twelve (12) months	\$66,132.00
After eighteen (18) months	\$70,459.00
After twenty-four (24) months	\$74,786.00
After thirty (30) months	\$79,164.00
After thirty-six (36) months	\$83,544.00

Sergeant \$94,107.00

Lieutenant \$100,967.00

Juvenile officer or detective* \$1,450.00 annual stipend added to salary

Evidence Technician* \$1,450.00 annual stipend added to salary (stipend to be paid to one (1) officer per shift, except two (2) officers on one (1) shift (for a total of four) to be designated by Chief of Police)

Range Officer* \$1,450 annual stipend added to salary (stipend to be paid to one (1) officer, to be designated by Chief of Police)

NIPAS Member* \$1,450 annual stipend added to salary

* No more than one (1) stipend to be paid to any bargaining unit member.

APPENDIX "A"

<u>Benefit Levels</u>	<u>HMO</u>	<u>PPO/Standard</u>
Lifetime Major Medical	Unlimited	Unlimited
Individual Annual Deductible	0	\$500/\$1,000
Family Deductible	0	\$1,500/\$3,000
Co-Insurance	100%	80%/60%
Out-of-Pocket Maximum	0	\$2,000/\$4,000
Family Limit	0	\$3,750/\$7,500
<u>Inpatient Services</u>		
Hospital	100%	80%/60%
Physician	100%	80%/60%
Per Confinement	None	None
<u>Outpatient Services</u>		
Office Visits	\$30.00 Co-Pay	\$50 Co-Pay
Ambulatory	100%	60% after deductible
Diagnostic Lab - X-Ray	100%	60% after deductible
Pre-Admission Testing	100%	60% after deductible
Second Surgical Opinion	100%	60% after deductible
<u>Emergency Services</u>		
Additional Accident Expense	\$150 Co-Pay	1 st \$300 co/ins
Medical	\$150 Co-Pay	1 st \$300 co/ins
<u>Psychiatric and Substance Abuse</u> - Coverage determined by Carrier		
<u>Prescription Drug Card</u>		
Generic	\$15 Co-Pay	\$15 Co-Pay
Brands	\$30 Co-Pay	\$60 Co-Pay
Non Preferred Brand	\$50 Co-Pay	\$100 Co-Pay

The Village shall have the right to offer a High Deductible Plan as a third alternative type of coverage, with the same premium co-pays as provided in Article XXI, Section 1, Medical/Hospitalization Insurance, of this Agreement.

APPENDIX "B"

IRREVOCABLE ELECTION OF DISCIPLINE APPEAL PROCEDURE

ELECTION FORM

I, _____, received written notice regarding intent to initiate discipline against me on _____.

I hereby make the following selection by placing an "X" on my choice of forums to contest this discipline:

_____ **I will proceed to arbitration.** I hereby acknowledge that I understand that my choice of arbitration serves as an irrevocable waiver of any and all rights to have the appeal heard through the Board of Fire and Police Commissioners.

_____ **I want to proceed to the Board of Fire and Police Commissioners.** I hereby acknowledge that I understand that my choice of the Board of Fire and Police Commissioners serves as an irrevocable waiver of any and all rights to have the appeal heard through arbitration.

I understand that it is my responsibility to deliver this written notice to the Chief of Police within ten (10) calendar days.

Officer

Date

Labor Council Representative

Date

I further understand that I must notify the Chief of Police of my choice in writing within ten (10) calendar days after receipt of the Police Chief's recommended discipline. If I fail to select the forum for hearing on appeal of the discipline within ten (10) calendar days, the Board of Fire and Police Commissioners shall have the sole authority to determine discipline or to hear an appeal, as provided in 65 ILCS 5/10-2.1-17.

SIDE LETTER AGREEMENT
RE: AMENDING WORK DAY SCHEDULE ON A TRIAL BASIS

THIS SIDE LETTER AGREEMENT is entered into by and between the VILLAGE OF ELMWOOD PARK (hereinafter the "Village") and the FOP Labor Council, representing FOP Lodge No. 48 (hereinafter the "Labor Council" or the "Union").

WHEREAS, the Village and the Union have agreed to implement a six (6) days on, three (3) days off (6/3) work schedule, with a work day being 8.5 hours in length, on a trial basis, commencing January, 2013; and

WHEREAS, certain provisions of the parties' collective bargaining agreement, including, but not limited, to Article XV, "Hours of Work and Overtime," Article XIX, "Vacations," Article XX, "Holidays," Article XXII, "Sick Leave," and Article XXIII, "Personal Days," need to be addressed, in order to implement such 6/3 work schedule on a trial basis.

NOW, THEREFORE, IT IS AGREED by the Village and the Union as follows:

1. Notwithstanding Section 7 of Article XV, entitled "Hours of Work and Overtime," of the collective bargaining agreement between the Village of Elmwood Park and the FOP Labor Council representing FOP Lodge No. 48, the Village and the Labor Council agree to implement a modified work schedule, commencing the 2013 calendar year, on a trial basis. The Chief of Police shall retain the right to modify said schedule or revert to the work schedule that was in effect during 2012 (5-3, 6-2), in accordance with the language contained in Section 7 of Article XV of the contract. In the event that this trial work schedule is modified on or after January 1, 2015, the *status quo ante* for purposes of any subsequent interest arbitration hearing concerning the work schedule, for any contract commencing on or after May 1, 2015, shall be the work schedule that was in effect during 2012 (5-3, 6-2). The arbitrator shall not consider evidence of or give any weight to the work schedule that is being instituted on this trial basis.

2. For purposes of this trial schedule, the modified work day schedule will consist of the following: a 6 days on, 3 days off (6/3) work schedule, with a work day being 8.5 hours in length, and with 9 day-off groups. This modified work schedule will only apply to officers assigned to the Patrol Division.

3. Starting times for the 8.5 hour shifts will be as follows:

- First Watch: 2200 hours
- Second Watch: 0600 hours
- Third Watch: 1400 hours.

4. The employee's 8.5 hour shift shall include a 30 minute paid meal break. Employees shall be compensated every two weeks, based on 80 hours of regular compensation, regardless of actual hours worked, which were regularly scheduled as part of the 6/3 work schedule. Employees

shall not receive a reduced payroll check, nor receive any overtime pay, based solely on the actual hours scheduled within the 6/3 schedule. For purposes of this side letter, the overtime compensation set forth in Section 2 of Article XV of the contract shall be modified, to provide that the overtime rate shall be paid only for hours worked in excess of the hours regularly scheduled pursuant to the 6/3 work schedule.

5. As a result of the work schedule, on average, employees will be compensated for more hours than are actually worked ("time due"). For purposes of this trial basis, the Village and Union agree that each officer working such 6/3 schedule shall be required to satisfy their "time due" obligation, by performing an additional 8 hours of training time each calendar year, as and for the additional compensation provided as a result of the 6/3 schedule, which gave rise to the "time due." Such training time shall consist of four 2-hour target practices. It is acknowledged that the "time due" to the Village varies between officers from year to year. Such 8 hours of training is deemed to be an average of time for which each officer has received compensation beyond the actual hours worked, resulting in "time due."

6. Vacation, sick and personal time accrual will be converted to hours (*i.e.*, 1 day = 8 hours benefit time), and will be charged based upon the hours actually used by the officers (*e.g.*, 8.5 hours will be charged to an officer for each 8.5 hour duty day that the officer uses benefit time), except that Patrol Officers who work an 8.5 hour shift will be charged hour for hour used for sick leave, but only 8 hours for a full shift (8.5 hours). Officers shall have the right to utilize compensatory time or other time due, in order to receive full compensation for the 8.5 hour work day, when utilizing vacation or personal time or, in the alternative, will not be compensated for the remaining .5 hour. Holiday, FTO and working out of classification compensation will remain unchanged during the duration of the 6/3 work schedule.

During 2016 or 2017, if a Patrol Officer receives no wage increase on account of a reduction in LGDF revenue, as provided in Section 1 of Article XVII of this Agreement, for that year(s) only, such officer will be charged only 8 hours for a full shift absence due to vacation or personal time.

IN WITNESS WHEREOF, the Village and the Union have executed this Side Letter Agreement on this 21st day of SEPTEMBER, 2015.

VILLAGE OF ELMWOOD PARK

By: _____

Village Manager

ILLINOIS FOP LABOR COUNCIL,
representing FOP LODGE NO. 48

RESOLUTION NO. 598 -15

A RESOLUTION APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK
AND THE ELMWOOD PARK FIREFIGHTERS ASSOCIATION

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 15 DAY OF JUNE, 2015

Published in pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 15 day of June, 2015

EXHIBIT "A"

COLLECTIVE BARGAINING AGREEMENT

NEGOTIATED

AGREEMENT

BETWEEN

THE VILLAGE OF ELMWOOD PARK, ILLINOIS

AND

THE ELMWOOD PARK FIREFIGHTERS ASSOCIATION

MAY 1, 2015 THROUGH APRIL 30, 2018

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NEGOTIATED
AGREEMENT

This Agreement is entered into by and between the Village of Elmwood Park, Illinois (hereinafter called the Village) and the Elmwood Park Firefighters= Association (hereinafter called the Association). The purpose of this Agreement is to promote and maintain the harmonious relationship between the Village and all employees who are within the provisions of this agreement in order that more efficient and progressive public service be rendered.

ARTICLE 1
RECOGNITION

The Village recognizes the Association as the bargaining agent for the firefighters and officers of the Elmwood Park Fire Department only; excluding the chief, deputy chief, fire inspector, probationary firefighters, paid on call firefighters, volunteer firefighters, department secretary, and all other employees of the Village, for the purpose of negotiating and establishing wages, hours of labor and other terms and conditions of employment. Whenever the term "firefighter" is used in this agreement, it shall not apply to officers unless specifically stated.

ARTICLE 2
MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this agreement, except as modified by this agreement. The rights of the Village shall include, but shall not be limited to, the right to: direct all employees, hire, promote, transfer, schedule, assign, suspend, discharge, or take disciplinary action for just cause and take any other action necessary to maintain the order and efficiency of the Fire Department.

The Village shall further have the right to determine, alter, or discontinue the methods, means, manner and personnel by which services shall be rendered and determine the number and location of its facilities and to make and enforce equitably all reasonable rules and regulations.

The Village shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. The Village shall further not be required to bargain over the following matters:

1. The type of equipment (other than uniforms and firefighter turnout gear) issued or used;
2. The total number of employees employed by the department;

3. Mutual aid and assistance agreements with other units of government.

The foregoing enumeration of management=s rights is not intended to be all inclusive, but indicate the type of matter and rights that belong to and are inherent to management and shall not be deemed to exclude other rights.

The Village, therefore, reserves all rights unless they are limited by the explicit language of a provision of this Agreement.

ARTICLE 3
DUES DEDUCTION

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Association dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Association at the address designated by the Association in accordance with the laws of the State of Illinois. The Association shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

With respect to any firefighter/officer on whose behalf the Employer receives written authorization in a form agreed upon by the Association and the Employer, the Employer shall deduct from the wages of the firefighter/officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Association by the tenth (10th) day of the month following the month in which the deductions are made. The amounts shall be in accordance with the schedule to be submitted to the Employer by the Association. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Association during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other labor organization as to firefighters and officers covered by this Agreement.

ARTICLE 4
FAIR SHARE

(a) Pursuant to Section 1606 of Illinois Public Act 83-1012, the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Article III of this Agreement, or if the Association otherwise demonstrates and verifies to the Employer that such majority of the members of said unit are dues paying members of the Association at the time, non-association members employed in positions in the bargaining unit, who choose not to become members within thirty (30) calendar days of employment, or the signing of this Agreement, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee=s paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement.

(b) The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Article III hereof and shall do such things as are necessary to

cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the Association has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share Fee to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Association notifies the Employer that a different Fair Share amount should be collected.

(c) Said Fair Share payment shall not exceed the dues paid voluntarily to the Association by employees covered hereby.

(d) Fair Share payments shall be used for the following purposes only:

- (1) Expenses related to the negotiations of this Agreement;
- (2) Expenses relating to administration of this Agreement;
- (3) Expenses related to adjustment of grievances filed hereunder;
- (4) Expenses relating to lobbying activities insofar as said activities relate to the Association=s collective bargaining efforts;
- (5) Expenses otherwise permitted by law to be included in the Fair Share payment provided that in no event shall any such payment be utilized for the purpose of supporting any political or ideological activities of the Association, including contributions related to the election or support of any candidate for political office.

(e) In the event any employee required to make a Fair Share payment hereby disputes the amount withheld pursuant to this Article, said employee may, within thirty (30) calendar days from the date that said amount is first withheld, file a complaint with the Association to that effect, listing the reasons for the dispute. Such complaint may be filed solely on the basis that the Fair Share payment amount includes expenses not permitted under Section (d) above. The employee shall provide a copy thereof to the Employer and the Association.

(f) The Association shall consider said complaint in accordance with procedures established by it, and shall, within thirty (30) calendar days of the date of the complaint, determine whether the required Fair Share payment amount includes any expense not permitted by Section (d) above. If the Fair Share payment amount includes unpermitted expenses, the Association shall adjust the payment amount so as to exclude said unpermitted expenses, notifying the Employer thereof; and said revised amount shall thereafter become the amount withheld pursuant to this Article, by the Employer for all employees covered by this Agreement.

(g) If the employee is not satisfied with the decision of the Association, said employee may, within thirty (30) days of the decision of the Association, notify the Employer and the Association that he/she wishes the complaint determined by an arbitrator, requested by and chosen

from the Federal Mediation and Conciliation Service. The cost of the arbitrator shall be borne by the Association, however the employee shall be responsible for all of his own expenses, and those of his/her witnesses and counsel.

(h) From the date the Employer receives notice of complaint of the employee, the Employer shall deposit the Fair Share Fee deducted from the employee in an interest bearing escrow account. Once a final decision is received on the question, the Employer shall pay the proceeds of the escrow account in accordance with said decision.

(i) The Association shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Association and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or carrying out the provisions of this Article.

ARTICLE 5

HOURS OF WORK AND OVERTIME

Section 1. Normal Work Period and Work Day. A normal work period for all bargaining unit members is twenty-seven (27) days in duration. A normal work day for bargaining unit employees shall be twenty-four (24) hours in duration, commencing at 8:00 a.m. A normal work day shall normally be followed by forty-eight (48) consecutive hours off duty. Light duty days shall not be considered "normal work days."

Employees shall be assigned to a light duty schedule by the Fire Chief or his designee, pursuant to the provisions of the Transitional Duty Work Policy in effect on May 1, 2012 (as revised in March 2012). If the employee assigned to such light duty schedule is not in agreement with the light duty schedule, he/she shall have the right to appeal the assignment to a committee consisting of the Village Manager, the Fire Chief and a member to be designated by the Association. Each member of the committee shall have the right to designate an alternate to serve on the committee. The committee shall convene as soon as practicable. The decision of such committee shall be final.

Section 2. Overtime Compensation. The Village hereby specifically declares its intentions to continue to proceed under the exemptions provided in Section 207(k) of the Fair Labor Standards Act. All time worked in excess of two hundred four (204) hours in a twenty-seven (27) day work period shall be compensated at the premium rate of one and one-half (1-1/2) the regular hourly rate of pay. Overtime shall be calculated on the basis of thirty (30) minute increments. An employee who is held over or extends his normal shift upon request of the department shall be entitled to a minimum of one (1) hour compensation, to be added to his hours worked, in order to determine entitlement to a premium rate, pursuant to this Article.

Notwithstanding the first paragraph of this Section 2, employees who are called back to duty for an emergency situation, as defined in Section 5 of Article 11 of this Agreement, shall be compensated for all hours worked on such emergency call-back at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay, as further provided in said Section 5 of Article 11 of this Agreement. In addition, all hours worked outside of the employee's normal workday for training

purposes shall be compensated at the employee's regular hourly rate of pay. The Village agrees to compensate covered employees attending hazardous materials drills and meetings, MABAS training drills and meetings, and fire investigator drills and meetings, at an hour per hour basis. The Village agrees to compensate covered employees performing in-house training exercises, attending classes, seminars, and division mass casualty training, at an hour per hour basis. No premium pay shall be given to activities classified as training.

When the Village requires off-duty firefighters and officers to speak at public venues, *i.e.*, school assemblies, public safety meetings, community educational classes, etc., the Village agrees to compensate any off-duty firefighter or fire officer at time and one-half (1 ½), based on his/her normal rate of pay. The Village further agrees to pay any covered member who instructs, directs or teaches any public or community class while off-duty at the premium rate of time and one-half (1 ½).

The Village agrees to compensate any off-duty officer who is required to attend any departmental officers meeting at the premium rate of time and one-half (1½) for all hours in attendance.

Where attendance at Hazardous Materials drills and meetings, Technical Rescue drills and meetings, or fire investigator drills and meetings causes an employee's total hours worked in a twenty-seven (27) day cycle to exceed the two hundred four (204) hour threshold, as specified in Section 2 of Article 5, the entitled exemptions provided to the employer under Section 207(k) of the Fair Labor Standards Act shall not apply, and such employee shall be entitled to the premium rate of pay of one and one-half (1½) for all hours worked beyond said threshold.

Furthermore, all hours worked off-duty in the aforementioned capacities, *i.e.*, in-house training exercises, seminars, classes and divisional mass casualty training, shall not be paid at the premium rate unless the two hundred four (204) hour threshold for such pay, herein stated above, is exceeded.

Any premium time worked in excess of two hundred four (204) hours in a work cycle may be converted to compensatory time at the rate of one and one-half (1½) hours of compensatory time for each hour worked.

ARTICLE 6 **KELLY DAYS**

Each member covered by this Agreement who works a twenty-four (24) hour shift will receive one (1) Kelly Day per twenty-seven (27) day work cycle. The senior member of each shift will have the first duty day of his/her work cycle off from duty. The second most senior member will have the next duty day of his/her work cycle off from duty. The third most senior member will have the third duty day within the cycle off, and so on until each shift member has his/her Kelly Day. The Village reserves the right to order a covered employee to work on his Kelly Day without any adjustments in his benefits other than the impact of this event on the straight time/overtime formula and any working out of rank impact.

Kelly Day exchanges are a direct exchange between two (2) Association members for the entire twenty-four (24) hour tour of duty. Repayment of the exchanged Kelly Day must be made within the same twenty-seven (27) day work cycle.

Members of the same shift will be allowed to exchange Kelly Days among other members of the same shift and also use any open day during the work cycle as his Kelly Day. All changes must be approved by the Fire Marshal. No employee=s assigned Kelly Day may be changed by the Fire Marshal without said employee=s consent unless the Fire Marshal has notified the employee at least thirty (30) days prior to the date of the assigned Kelly Day which is being changed, except as provided hereinafter. In the event an employee=s assigned Kelly Day is changed by the Fire Marshall without said employee=s consent, and said employee=s presence on the shift will raise the manpower above the minimum shift complement specified in Article IX of the Agreement, then, at the employee=s option, the Kelly Day will be rescheduled within the same cycle, if possible, or the employee will be entitled to work such Kelly Day without being required to reschedule that Kelly Day, and shall be compensated in accordance with the straight time/overtime provisions of Section 2 of Article V of this Agreement.

ARTICLE 7

TRADED HOURS OF DUTY/SCHEDULED TIME OFF

A trade-time policy has been established to allow members to trade hours of duty in the event a Kelly Day exchange cannot be made.

Time traded will be on an hour for hour basis. Time that is traded must be worked in the same work cycle or next immediately following work cycle. The Village will assume no obligation for time lost in the exchange of traded time. Generally, a firefighter shall be permitted to trade time only with another firefighter, and an officer shall be permitted to trade time only with another officer.

Requests for the trading of time pursuant to this Article must be submitted, a minimum of two (2) working days in advance of the date requested, to the Fire Marshal or, in the case of his absence, to the shift officers whose shifts are affected by said trade. The Fire Marshal or the shift officers, as the case may be, have the option of approving or disapproving the trading of such time.

Traded time will not be approved for the purpose of permitting a firefighter or officer to engage in or pursue employment outside the scope of this Agreement, nor in the event that financial remuneration is paid to or received by any firefighter in consideration of such trade. Any employee who is found to have violated this paragraph shall forfeit any rights or privileges granted by this Article for six (6) months.

More than one (1) employee may be scheduled off from duty through the use of ETO, vacation, Kelly or trade time days regardless of the type of scheduled time off from duty chosen by another member for the same day, so long as the minimum shift complement is met, and provided the bargaining unit members have obtained the approval of the Fire Chief.

ARTICLE 8
SHIFT CHANGES

Transfer of a covered employee from one shift to another shift shall be accomplished without affecting such employee=s previously scheduled vacation, if such scheduled vacation has been previously approved by the Fire Marshal. No employee transfer shall commence on a holiday except when the requirements of the department necessitate such action.

ARTICLE 9
MINIMUM SHIFT REQUIREMENTS

The Village shall maintain a minimum shift complement of five (5) regular non-disabled full-time members of the department on duty on any shift, along with two (2) contracted paramedic/firefighters per shift. Firefighters on probation shall not count towards the minimum shift complement until such firefighter has been certified as a Firefighter II/Basic.

A shift will not operate without two (2) officers. Each shift shall be staffed by a captain and a lieutenant. If, due to extenuating circumstances, a shift officer is not able to be on duty, the senior firefighter shall act out of rank. He shall be compensated for his time at lieutenant=s base pay plus his longevity presently held. Where the shift Captain is off duty, and where more than one lieutenant is assigned to that shift, the lieutenant with the greatest amount of time in that rank shall assume the duties of the Captain and shall be compensated in accordance with Section 2 of Article 12. However, in the event the shift falls below the minimum shift complement and there exists a vacancy in a firefighter=s or a shift officer=s position, the vacant position (either firefighter or officer) which caused the shift to fall below the minimum requirement must be hired back. In the event both a shift officer and a firefighter are absent and the minimum shift complement is not satisfied due to such absences, a firefighter shall have first option to work back in accordance with the provisions of Article X. Also, in the event there is no officer available on a shift, an off-duty officer must be hired back to fill the captain=s vacancy. An officer can only be called back to work for an officer and may not be called back to work for a regular firefighter unless all regular firefighters have previously declined call-back. The provisions of this Article shall be read in concert with Article X governing call-back.

The assignment of an employee outside of the Village for purposes of attending training sessions or meetings shall result in such employee not being counted towards the minimum shift complement.

ARTICLE 10
CALL-BACK

Section 1. Call-Back List Established. Call-back lists will be maintained for all call-back work within the Elmwood Park Fire Department. Current call-back procedures shall remain in effect throughout the term of this Agreement except where noted. Except as set forth in Section 4 of this Article, when a twenty-four (24) hour manpower shortage is discovered, a covered member shall be called back for either a twelve (12) hour shift commencing at 8:00 a.m. and ending at 8:00 p.m., or a

twelve (12) hour shift commencing at 8:00 p.m. and ending at 8:00 a.m. When the absence of a firefighter creates a manpower shortage, the firefighter with the fewest combined hours of work-back and refusal time shall be given the first chance to work-back. If this firefighter declines work or cannot be contacted, the firefighter with the next fewest hours of work-back and refusal time shall be given the chance to work-back. This process shall continue until a replacement is found. When the absence of an officer creates a manpower shortage, the same process shall be followed until a replacement can be found. Any covered employee who is required to work-back pursuant to the provisions of this Article shall not be replaced by volunteer or a paid-on-call firefighter. When a shift falls below the minimum shift complement of this Agreement, the captain or acting captain shall attempt to fill the vacancy by utilizing the established call-back list.

Section 2. Manpower Shortages Discovered Before 10:00 p.m. In the event a manpower shortage exists based upon the minimum shift complement provisions of this Agreement, and the potential shortage becomes known prior to 10:00 p.m. preceding the affected shift, the senior officer shall employ the procedure established in Section 1 of this Article. In the event no other covered employee chooses to work-back, the least senior firefighter (blue shirt) on the shift then on duty shall work-back. The least senior firefighter on that shift shall work-back until such time as a replacement can be found after 7:00 a.m. the following day. If no replacement can be found, the held over employee shall then have the option to work twelve (12) hours or twenty-four (24) hours, unless the held over employee is going on vacation. After the least senior firefighter has worked back pursuant to this provision, the firefighter next lowest in seniority on that shift shall be required to work-back, and this process shall be repeated until the expiration of the then-current twenty-seven (27) day work cycle. At the beginning of each twenty-seven (27) day work cycle, the least senior firefighter working on that shift shall once again be the first employee required to work-back pursuant to these provisions. Nothing contained herein shall restrict the number of times a covered employee may be required to work-back during any given twenty-seven (27) day work cycle, provided that the call-back provisions set forth herein are followed. Officers or firefighters shall be required to work-back in concert with the provisions of Article IX of this Agreement.

Section 3. Manpower Shortages After 10:00 p.m. In the event a manpower shortage exists based upon the minimum shift complement provisions of this Agreement and the potential shortage becomes known after 10:00 p.m., but prior to the start of the following shift, the senior officer of the shift on duty at the time that such shortage is anticipated shall give first option to work-back to the members of his shift based on their relative position on the seniority call-back list established pursuant to Section 1 of this Article. If all covered employees of his shift decline to work-back, the least senior firefighter (blue shirt) on that shift shall work-back until such time as a replacement may be found after 7:00 a.m. the following day. If no replacement can be found, the held-over employee shall then have the option to work twelve (12) hours or twenty-four (24) hours, unless the held-over employee is going on vacation. After the least senior firefighter has worked back pursuant to this provision, the firefighter next lowest in seniority on that shift shall be required to work back, and this process shall be repeated until the expiration of the then current twenty-seven (27) day work cycle. At the beginning of each twenty-seven (27) day work cycle, the least senior firefighter working on that shift shall once again be the first employee required to work back pursuant to these provisions. Nothing contained herein shall restrict the number of times a covered employee may be required to work-back during any given twenty-seven (27) day work cycle,

provided that the call-back provisions set forth herein are followed. Officers or firefighters shall be required to work back in concert with the provisions of Article IX of this Agreement.

Section 4. A covered employee who is called back because of a manpower shortage occurring after 8:00 a.m., shall have the option to work the entire remainder of this shift. No member covered by this Agreement shall work more than forty-eight (48) consecutive hours.

ARTICLE 11 COMPENSATION

Section 1. Wages. The salary scale as agreed and established for the employees covered by this Agreement shall be as set forth in Exhibits AA@, AB@ and AC@ attached.

If at any time during the term of this Agreement, the Village's state-shared revenue from the Local Government Distribute Fund ("LGDF") (which is the Village's share of the State income tax) is reduced by 10% or more, based on action by the Illinois General Assembly, then the covered employees shall not receive a wage increase for that year. This determination shall be made prior to April of each year during the term of this Agreement. Following a reduction of 10% or more of such revenue in 2016 or 2017, if the shared revenue is not reduced by action of the Illinois General Assembly, then the covered employees shall receive wage increases effective May 1st of the year in which such reduction has not occurred, but such wage increase shall be in the amount previously scheduled for the year in which such wage increase was not required pursuant to this paragraph. (For example, if a covered employee does not receive a wage increase effective May 1, 2016, such employee's wages will be automatically adjusted to the May 1, 2015 wage amount as indicated in Exhibit A, to be effective on May 1, 2016, in lieu of the wage amount indicated in Exhibit B, unless the Village's LGDF revenues are reduced by 10% or more, based on action by the Illinois General Assembly. Thereafter, the wage schedule in effect May 1, 2017 would be the wage amount as indicated in Exhibit B, in lieu of the wage amount indicated in Exhibit C, unless the Village's LGDF revenues are reduced by 10% or more. This language shall be effective for only the May 1, 2016 and May 1, 2017 wage increases, and the language shall expire on December 31, 2017.

Section 2. Uniform Allowance. In addition to wages identified in Section 1 of this Article, each employee covered by this Agreement shall receive Five Hundred Seventy-Five (\$575.00) Dollars per year uniform allowance payable on the first pay day in May for maintenance of work and dress uniforms. Such uniform allowance shall be paid in arrears, and should a firefighter be absent for a period in excess of sixty (60) consecutive calendar days, the clothing allowance will be reduced proportionately for the entire period of the absence.

Section 3. Longevity. In addition to the employee=s base salary, each employee shall receive longevity pay based upon his years of service as a sworn firefighter with the Village. Longevity shall consist of a two percent (2%) raise of base pay after three (3) years of service, continuing with two percent (2%) every three (3) years thereafter, with a maximum accumulation of eight percent (8%) commencing on the employee=s anniversary of his date of hire and continuing with same.

Section 4. Holiday Pay. In recognition of paid holidays, the Village agrees to pay each firefighter or officer covered by this Agreement ten (10) hours at straight time rate for each of the following designated holidays:

New Years Day, Martin Luther King Day, Presidents= Day, Memorial Day, Independence Day, Labor Day, Veteran=s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, the Employee=s Birthday and National (Presidential) Election Days (every 4 years)

No additional compensation shall be paid to any employee in respect of any holiday. Any employee who is scheduled to work on a holiday commencing at 8:00 a.m. on that date but does not work because of illness, shall not be entitled to the holiday compensation provided hereinabove, but such holiday compensation shall be paid to the employee who is called in to replace him, in an amount equal to the holiday pay forfeited by the absent employee. Any employee who is absent from work the day before or the day after a holiday (except the employee=s birthday) but was scheduled to work that day shall not be entitled to the holiday compensation provided hereinabove.

An employee who is assigned a light-duty assignment of forty (40) hours per week or less, and who continues to receive his regular firefighter compensation while on such light-duty assignment, shall not be entitled to receive the holiday pay provided in this Section.

Section 5. Call-Back Pay. Any Association member who is called back to duty for an emergency situation, i.e. fire call, multiple alarm fire, mutual aid call, ambulance call, etc., shall be compensated for all hours worked at time and one half (1-1/2), regardless of the application of the Fair Labor Standards Act. Call-back shall be defined as such emergency situations and in addition further defined as a member who is called to report to duty that is not a continuation of a previously scheduled duty other than a shift shortage. Call-back does not include a member being held over from his previous shift. Any time an Association member is called back for such an emergency situation, he shall receive a minimum of two (2) hours pay and thereafter such pay shall be calculated at one half (1/2) hour increments.

Section 6. Sick Leave. Sick leave is allowed only in case of necessity when the employee is actively sick or disabled in pay status. Commencing May 1, 1987, all Association members shall accumulate sick leave at the rate of ten (10) hours for each month worked. Sick leave may be accumulated from year to year. Any Association member who has less than thirteen hundred (1300) hours of sick time accumulated as of May 1, 2010 will not be allowed to accumulate more than thirteen hundred (1300) hours of sick leave. Such employee shall receive compensation at fifty percent (50%) of his hourly rate of pay for each hour of sick leave earned in excess of thirteen hundred (1300) hours, or, at the employee's option, such payments shall be deposited into a Retirement Health Savings plan established for such employee. Any member who has thirteen hundred (1300) or more hours of sick time accumulated as of May 1, 2010 may continue to accrue sick time. Employees shall further be entitled to receive one-half (1/2) of their hourly rate of pay for the accumulated sick leave remaining upon their retirement. At the employee=s option, accumulated sick leave may also be used to extend creditable length of service toward retirement, in lieu of half-pay. The rate of pay will be based on the then current salary for said employee. When an employee

elects the option to extend his creditable length of service toward retirement in lieu of half pay, the employee shall receive one (1) day credit without pay for each accumulated day of sick leave.

By May 1st of each year, for the term of this Agreement, an employee may request in writing up to forty-eight (48) hours of accumulated sick leave be converted to personal time, provided that the employee must have a minimum of seventy-two (72) hours of sick leave remaining in the employee's sick leave bank after such conversion. In addition, any covered employee having in excess of eight hundred forty (840) hours of sick time may opt to convert up to one hundred twenty (120) hours into compensatory time. This written request shall be tendered to the keeper of time records and the Fire Chief for approval. Any sick time converted to compensatory time must be used by the employee before the following April 30, or shall be forfeited. If circumstances arise that prohibit the requesting employee from utilizing the time off, all converted hours shall be returned to the sick time ledger.

ARTICLE 12 **PAY FOR ACTING OUT OF RANK**

Section 1. In the event a firefighter is required to act in a lieutenant=s capacity, the firefighter shall be compensated at the lieutenant=s base hourly rate of pay (excluding longevity) for the number of hours worked in such capacity. The option to act in a lieutenant=s capacity shall first be extended to the most senior firefighter on duty on any given day and if declined, thereafter to the next most senior firefighter.

Section 2. In the event a lieutenant is required to act in a captain=s capacity, the lieutenant shall be compensated at the captain=s base hourly rate of pay (excluding longevity) for the number of hours worked in such capacity.

ARTICLE 13 **LAYOFF AND RECALL**

In the event it becomes necessary to lay-off covered employees, for any reason, covered employees shall be laid off in inverse order of their seniority.

Employees shall be recalled from lay-off according to their seniority. No new firefighter shall be hired while any covered employee is on lay-off status. Any covered employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the fire department, with the most senior employee being recalled first. Notices of recall shall be sent by certified or registered mail to the employee=s last known address as shown on the Village=s records. The recall notice shall state the time and date on which the employee is to report to work.

It shall be the employee=s responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given seven (7) calendar days to respond and eight (8) additional days to report to work. The Employer may fill the position on a temporary basis until the recalled employee reports to work. An employee who declines recall to full-time employment shall

forfeit his right to reinstatement. An employee's right to reinstatement shall cease after thirty-six (36) months of continuous lay-off or such employee's declination of a recall opportunity, whichever occurs first.

ARTICLE 14 **INSURANCE**

Section 1. Medical/Hospitalization Insurance. The Village agrees to provide a medical/hospitalization insurance plan, with approximately the same benefits as currently provided, to employees covered by this Agreement and their dependents. The Village agrees to pay ninety percent (90%) of the premium for single coverage for employees enrolled in the Village's HMO or PPO/Standard plan, and ninety percent (90%) of the premium for dependent coverage for employees enrolled in the HMO or PPO/Standard plan, and the covered employees shall be responsible for paying ten (10%) of the premium for single coverage and/or family coverage in the HMO plan or PPO/Standard plan, whichever plan the employee elects. For purposes of this Agreement, the term Dependent coverage shall be an insurance plan that includes coverage for an employee's spouse or dependent child(ren) (e.g. Employee and Spouse plans, Employee and Child(ren) plans, Full Family plans). The Village reserves the right to amend this plan or to change insurance carriers from time to time upon thirty (30) days notification to the Association, provided such amendment or change does not increase the deductible limit borne by the employee, nor substantially reduce coverage below the benefits set forth in Appendix AA, attached hereto and made a part hereof.

Notwithstanding anything to the contrary in this Article, the Village may make such changes as it reasonably believes are necessary to insurance benefit levels so that such coverage will (1) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation; or (2) ensure that the Village is not subject to any penalties or fees because employees are eligible to obtain insurance or insurance subsidies through a health insurance exchange, in accordance with the ACA or any other federal or state health care law(s). If such changes are deemed necessary by the Village, the Village will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the Village, prior to their adoption.

Section 2. Dental Insurance. The Employer agrees to maintain current dental insurance program at no cost to the employee for individual coverage. Dependent coverage shall also be made available with the employee paying one hundred percent (100%) of the cost of dependent coverage.

Section 3. Life Insurance. The Village shall provide each covered member with life insurance coverage in the amount of Forty Thousand (\$40,000.00) Dollars, at no cost to the employee.

Section 4. Insurance Opt-Out. Effective July 1, 2006, any employee who voluntarily does not participate in the Village's medical/hospitalization insurance plans for the previous twelve (12) calendar months, corresponding with the Village's insurance plan year, shall receive a \$1,750.00

bonus payment (less applicable withholding).

Section 5. Post-Retirement Option. Employees who retire in good standing with the Village at age fifty (50) or later shall be required to deposit the dollar value of all accumulated sick leave at seventy-five percent (75%) value, in lieu of the cash pay-out pursuant to Section 6 of Article 11 of this Agreement, into the VantageCare Retirement Health Savings Plan, if such plan exists and is available, to be established by the Association as soon as practicable. The Village shall not be required to pay any costs for administration of such Plan, but rather all such costs shall be borne by the employees participating in such Plan.

ARTICLE 15 VACATION

The entitlement to vacation as defined in this Article 15 shall be based on a benchmark date of January 1st, for each year that this Agreement is in effect. Vacation entitlement shall not follow the fiscal year of May 1st through April 30th. Vacation entitlement shall be calculated on a January 1st basis. The employee's start date year shall be subtracted from the year in which the vacation selection is to be utilized, and that difference shall be used to determine the number of vacation days entitled.

In accordance with current practices, members covered by this Agreement shall be entitled to vacation as follows:

<u>Length of Service</u>	<u>Number of Days</u>
1 - 3 years	5
4 - 8 years	7
9 - 12 years	8
13 - 16 years	9
17 - 19 years	10
20 - 24 years	12
25 years or more	14

Examples:

Firefighter A has a start date in the service of the Elmwood Park Fire Department as January 10th, 1998. Computation would be as follows: Subtract the employee's start date (1998) from the current vacation selection year (2006). This would yield a difference of 8 years. Firefighter A would be entitled to 7 vacation days.

Firefighter B has a start date in the service of the Elmwood Park Fire Department as December 10th, 1997. Computation would be as follows: Subtract the employee's start date (1997) from the current vacation selection year (2006). This would yield a difference of 9 years. Firefighter B would be entitled to 8 vacation days.

Firefighter C has a start date in the service of the Elmwood Park Fire Department as July 30th, 1991.

Computation would be as follows: Subtract the employee's start date (1991) from the current vacation selection year (2006). This would yield a difference of 15 years. Firefighter C would be entitled to 9 vacation days.

Such vacation schedules shall be approved by the Fire Chief by February 1 of each year, provided that all employee requests have been submitted by January 15. Vacations may be taken commencing January 1. A vacation day shall mean a twenty-four (24) hour period, or one (1) duty day.

If an employee is injured on duty and his vacation cannot be rescheduled during the current year by the Fire Marshal, the injured employee may carry over the unused vacation days that could not be rescheduled, but such vacation days must be used in the following calendar year.

ARTICLE 16 **PAYCHECK DEDUCTION TO LEYDEN CREDIT UNION**

The Village shall arrange payroll procedure to allow interested employees to have automatic deductions from paychecks to the Leyden Credit Union. This section shall not be operative unless there are a minimum of ten (10) Village employees enrolled.

ARTICLE 17 **EMERGENCY LEAVE**

Section 1. Funeral Leave. Association members are eligible for time off with full pay in case of death in the immediate family. Immediate family is defined as spouse, mother, father, brother, sister, child, stepchild, stepsister, stepbrother, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparents, grandparents-in-law. A maximum of three (3) consecutive duty days of absence with pay may be approved by the Fire Chief under exigent circumstances.

Section 2. Emergency Leave. Association members are eligible for emergency time off with full pay in cases of serious illness or accident in the immediate family. In regards to emergency leave for serious illness and accident, immediate family shall include only spouse, mother, father, and children. In cases where a grandparent lives with, and is cared for by an Association member, emergency leave shall be granted. Prior approval of the Fire Chief or the shift commander must be obtained before any employee may utilize emergency time off pursuant to this Article. After leaving the station for emergency leave, the employee shall contact the shift commander within four hours and advise him as to the extent and nature of the emergency, and his/her expected time of return to duty. If an employee is absent from duty for more than four (4) hours, then the Fire Marshall, in his sole discretion, may deduct the absence from the employee's sick or compensatory time. Where an employee fails to call within the prescribed time, or violates any other provision of this Section, that employee shall have deducted from his compensatory time or sick time those hours for which he/she was away from the fire station.

**ARTICLE 18
(DELETED)**

**ARTICLE 19
EMPLOYEE TESTING**

Section 1. Statement of Policy. It is the policy of the Village of Elmwood Park that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the firefighters. As used in this Section, the term Afirefighter@ shall include officers.

Section 2. Prohibitions. Firefighters shall be prohibited from:

(a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the firefighter=s personal vehicle while engaged in Village business;

(b) illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer=s premises;

(c) being under the influence of alcohol or illegal drugs during the course of the work day;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted. Where the Village has reasonable suspicion to believe that a firefighter is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the firefighter to submit to alcohol or drug testing as set forth in this Agreement. The fire department may engage in periodic testing of departmental employees for alcohol or illegal drugs no more than twice annually per firefighter, provided such testing is conducted department-wide within a seven (7) day period. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as firefighters prior to their date of hire, or for promotion.

Section 4. Order to Submit to Testing. At the time a firefighter is ordered to submit to testing authorized by this Agreement, the Village shall provide the firefighter with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The firefighter shall be permitted to consult with a representative of the Association at the time the order is given but such consultation shall not delay the time in which such firefighter shall be required to submit to testing. No questioning of the firefighter shall be conducted without first affording the firefighter the right to Association

representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the firefighter=s taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5. Tests to be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) insure that the laboratory or facility selected conforms to all NIDA standards;

(c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No firefighter covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from a firefighter to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the firefighter;

(e) collect samples in such a manner as to preserve the individual firefighter=s right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Firefighters submitting a sample shall be observed by a member of the same sex to be designated by a supervisory firefighter;

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the firefighter tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the firefighter=s own choosing that meets the requirements of subparagraphs (a) and (b) hereinabove, at the firefighter=s own expense; provided the firefighter notifies the Fire Marshal within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the firefighter=s interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the firefighter is under the influence of alcohol, test results showing an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: the foregoing standard shall not preclude the Village from attempting to show that test results between .01 and .05 demonstrate that the firefighter was under the influence, but the Village shall bear the burden of proof in such cases);

(j) provide each firefighter tested with a copy of all information and reports received by the Village in connection with the testing and the results;

(k) insure that no firefighter is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest. The Association and/or the firefighter, with or without the Association, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that firefighters may have with regard to such testing. Firefighters retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Association.

Section 7. Voluntary Requests for Assistance. The Village shall take no adverse employment action against any firefighter who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the firefighter. The Village shall make available through an Employee Assistance Program a means by which the firefighter may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the firefighter=s interests, except reassignment as described above.

The Village shall pay or reimburse the employee for a portion of the employee=s first rehabilitation expense in a rehabilitation program approved by the Village not otherwise covered by insurance, in an amount not to exceed the lesser (1) of the deductible or co-insurance amount, (2) twenty percent (20%) of the total of all rehabilitation expenses, or (3) a total of Six Hundred (\$600.00) Dollars. Except as otherwise provided in this Section 7, the employee shall be responsible for all rehabilitation expenses incurred and not covered by insurance.

Section 8. Discipline. In the first instance that a firefighter tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, such firefighter shall be subject to disciplinary action by the Village. In addition, the employee may be required to:

- (a) agree to appropriate treatment as determined by the physician(s) involved;
- (b) discontinue his use of illegal drugs or abuse of alcohol;
- (c) complete the course of treatment prescribed, including an After-care group for a period of up to twelve (12) months;
- (d) agree to submit to random testing during hours of work during the period of After-care.

Firefighters who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline.

The foregoing shall not be construed as an obligation on the part of the Village to retain a firefighter on active status throughout the period of rehabilitation if it is appropriately determined that the firefighter's current use of alcohol or drugs prevents the individual from performing the duties of a firefighter or whose continuance on active status would constitute a direct threat to the property or safety of others. Such firefighters shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pursuant to Village policy, at the firefighter's option, pending treatment. The foregoing shall not limit the Village's right to discipline firefighters for any other type of misconduct.

Section 9. Duty to Report. In the interests of the safe and efficient operation of the department and the protection of the public interest, all fire department employees having reason to believe that another employee is in violation of the terms and prohibitions contained in this Article shall have a duty to report to the Fire Marshal or his designee, his belief and his basis therefore, immediately upon formation of the belief. Failure to do so shall subject any employee who fails to report his belief to discipline hereunder.

ARTICLE 20 **SAFETY**

The Village and Fire Department desire to maintain safe working conditions. It is agreed that the Village and the Association will comply with all applicable laws and regulations governing safety and health matters. The Village will continue to make reasonable provisions, in compliance with such laws and regulations, for the safety and health of Association members.

The Fire Department safety committee shall meet monthly to discuss safety and health matters. The safety committee shall make recommendations to the Fire Marshal and the Village Safety Committee as to safety conditions, rules and regulations, equipment which it may deem in need of change and improvement in order to achieve proper standards of safety and health and to minimize accidents, injuries and illness in the Elmwood Park Fire Department. The Fire Marshal shall promptly issue a report to the committee as to his views regarding the committee's

recommendations. A copy of the Fire Marshal's report shall be forwarded to the Village Safety Committee.

ARTICLE 21 **EDUCATIONAL INCENTIVE**

The Village encourages full-time non-probationary firefighters and officers to obtain a level of education which would improve his skills as a firefighter/EMT. If department funds have been allocated, a full-time employee wishing to take college, university, graduate, or technical school courses which are designed to improve job skill and ability may request the Village to aid in the cost of such education. Association members become eligible for such reimbursement upon completion of the probationary period. In order to qualify for such aid, written authorization from the Fire Marshal must be forwarded at least fifteen (15) days prior to enrollment to the Village Manager for verification of course content and formalized approval.

Upon proof to the Village that the employee has earned a AC@ grade or better or a Apass@ in a pass/fail course, the Village will reimburse the employee for fifty percent (50%) of the tuition.

Any covered employee may request to be compensated for any course or seminar that he may attend that is related to fire suppression duties. Such compensation, if approved in advance by the Fire Marshal and/or the Village Manager, shall be in the form of compensable time off, not to exceed fifty percent (50%) of time such employee has spent in class. Such courses or seminars must be approved in advance by either the Fire Marshal or the Village Manager in order to be eligible for such compensation. In addition, a grade of AC@ or above if the course is a graded course, or a Apass@ in a pass/fail course, will be required in order to be eligible for such compensation. The Fire Marshal and/or the Village Manager shall have sole discretion in approving or disapproving of courses or seminars which may be eligible for such compensation.

Employees shall be granted educational incentives and other stipends in accordance with Exhibit AD@ of this Agreement.

ARTICLE 22 **SENIORITY RIGHTS**

Seniority is defined as an employee's length of continuous service since his last date of hire as a firefighter by the Village of Elmwood Park. If more than one (1) person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list.

An employee's seniority and the employment relationship shall be terminated when an employee:

1. is discharged for just cause;
2. retires or resigns;

3. is absent for five (5) consecutive days (workdays) without notifying the Village's authorized representative;
4. is laid off pursuant to the provisions of this Agreement for a period of thirty-six (36) months; or
5. accepts gainful employment while on an approved leave of absence from the fire department.

Firefighters will not continue to accrue seniority credit while on an authorized unpaid leave of absence. Seniority credits shall continue to accrue during period of temporary disability.

ARTICLE 23 **GRIEVANCE PROCEDURE**

Definition of a grievance -- A grievance is defined as a difference of opinion between an Association member and the Village with respect to the meaning or application of the express terms of this Agreement, or with respect to matters relating to this job. All matters within the jurisdiction of the Board of Fire and Police Commissioners, including suspensions, shall not be subject to the grievance procedure.

A grievance must be raised within seven (7) days of the occurrence of the event giving rise to the grievance. The time limitations set forth in this Article are of the essence of this Agreement.

Any employee with a grievance shall act as follows:

1. The employee shall first try to obtain satisfaction from the captain of his shift or, if no captain is assigned to his shift, from the captain of the next shift.
2. If a satisfactory solution to his grievance is not achieved by discussion at this level, the grievant is authorized within seven (7) days of the occurrence to file a written grievance with the Fire Marshal.
3. If a satisfactory solution to the grievance is not reached through discussion with the Fire Marshal, the grievant, within seven (7) days of written notice from the Fire Marshal, is authorized to confer with the Village Manager.
4. If a grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration by giving written notice to the Manager within seven (7) calendar days after receipt of the Manager's decision. Both parties shall attempt to agree upon an arbitrator. One party may request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The Association shall strike one (1) name; then the Village shall strike one (1) name. The Association shall strike another name and the Village shall strike another name. The person whose name remains shall be arbitrator, provided that neither party prior to striking any names exercises the right to reject

the entire panel of arbitrators. If the entire panel is rejected, a new request of five (5) names will be requested and the selection will ensue as stated above. The arbitrator shall be notified of his selection by joint letter from the Village and Association requesting that he set a time and place for a hearing subject to the availability of the Village and Association representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his recommendation shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented.

The recommendations of the arbitrator shall be binding and final to the extent of the law.

5. At any stage of the grievance procedure, the grievant may be accompanied and represented by the Association or any representative of his choosing.

6. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

7. The fees and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the arbitrator. In the event of a decision not wholly sustaining the position of either party, the arbitrator shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 24

NO STRIKE, NO LOCKOUT

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

ARTICLE 25

CONTRACTING AND SUBCONTRACTING OF WORK

During the term of this Agreement, the Village may contract or subcontract for paramedic services. Such paramedics may also be permitted to perform fire suppression duties under the direction, control and supervision of the officers of the fire department.

ARTICLE 26
MISCELLANEOUS

Section 1. Any covered employee who has been certified as a Firefighter III/Technician shall be entitled to twenty-four (24) hours of compensatory time per year.

Section 2. Any covered employee who does not use any sick leave or does not have a workers compensation claim during a contract year shall be entitled to twenty-four (24) hours of compensatory time to be used during the following contract year.

Section 3. No officer or firefighter who is a member of the bargaining unit shall engage in any outside activities for compensation, either directly or indirectly, in which he holds himself out as a member of the Elmwood Park Fire Department, or in which he represents that he is acting on behalf of or in affiliation with the Elmwood Park Fire Department, unless he has previously notified the Fire Chief in writing and has obtained written permission from the Fire Chief.

Section 4. Employees shall not carry forward more than one hundred twenty (120) hours of compensatory time from one fiscal year to the next (May 1 - April 30). Any firefighter who has more than one hundred twenty (120) hours of compensatory time on February 1, and who has not scheduled the use of such excess compensatory time prior to February 1 and after having received written notification from the Fire Chief to schedule such compensatory time prior to April 30, shall be subject to the Fire Chief's scheduling such excess compensatory time, which must be utilized by the employee prior to April 30. No firefighter shall be permitted to utilize compensatory time that he has not yet earned.

Section 5. Employees covered by this Agreement shall be required to reside in Illinois within 70 miles of the corporate boundaries of the Village of Elmwood Park.

ARTICLE 27
PHYSICAL FITNESS REQUIREMENTS

Section 1. Method. A fitness evaluation shall be conducted annually in April each year. All unit employees shall be evaluated at Elmwood Park Fire Department Station #1. A committee selected by the Chief consisting of three Association members shall oversee the Fitness Evaluation Program. An Association member of the Fitness Committee will monitor and record the results of the evaluation. A copy of the results of employee fitness evaluations shall be tendered to the Association President, or his designee, and the Fire Chief upon completion.

Section 2. Testing. The fitness evaluation will be in the form of a running clock five challenge obstacle course. The course must be completed in the allotted time for the firefighter's (FF) age group. The fitness evaluation will begin in the weight room of Station #1. The first challenge is The Half Mile Walk. The FF must put on the 40 lb. weight vest and gloves, which will remain on for the remainder of the test, and walk on the treadmill for a half of a mile. The time will start when the FF starts walking. Upon completion of the first challenge, the FF's second challenge will be The Stair Climb. The FF will walk up two flights of stairs without using the railing to the

third challenge. The third challenge, The Hose Pull, will be set up in the bay. The FF must kneel down in the 4 foot by 4 foot box and pull in 50 feet of one half inch diameter hose until it crosses the designated line. Upon completion of this, the FF must walk over to the fourth challenge, The Ladder Raise. A 24 foot ladder will be set up and spotted by the evaluator. The FF must completely extend the ladder using the rope w/ a hand over hand motion then return it to its original height without losing his grip. Finally, the FF must walk over to the fifth challenge, The Tool Carry. The FF must pick up and carry both a K12 saw and a chainsaw, one in each hand, and walk 20 feet around a cone and back. Upon crossing the finish line of The Tool Carry, the clock will stop.

Section 3. Guidelines. (Performance Standards)

<u>Age</u>	<u>Time</u>
21-25 years of age	18 minutes, 0 seconds
26-30 years of age	19 minutes, 48 seconds
31-35 years of age	21 minutes, 36 seconds
36-40 years of age	23 minutes, 24 seconds
41-45 years of age	25 minutes, 12 seconds
46 and up years of age	27 minutes, 0 seconds

Section 4. Results of Evaluations.

A. A member who meets or exceeds the minimum standard shall be exempt from further evaluation for one (1) year, or until the date of the next annual fitness evaluation, and be compensated \$125, commencing May 1, 2012 (increased to \$150, commencing May 1, 2014).

B. A member who is unable to meet the minimum standard shall be re-evaluated in September of the same year. A member who meets the minimum standard on the second attempt shall be exempt from further testing until the next annual evaluation, and be compensated \$125, commencing May 1, 2012 (increased to \$150, commencing May 1, 2014).

C. A member who is unable to meet the minimum standard on the second attempt shall agree to consult a physician of his choice, will not be compensated and shall spend four thirty-minute sessions with a member of the Fitness Committee to encourage personal fitness improvement.

ARTICLE 28
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the legislative, executive or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statute or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration.

ARTICLE 29
COMPLETE 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 within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 30
LABOR-MANAGEMENT CONFERENCES

Section 1. The Association and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Association representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference@ and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Association of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Association agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of fire protection practices can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor-management conferences@, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. No more than one (1) Association member may be absent from work in order to attend such labor-management conferences@. When absence from work is required to attend

Alabor-management conferences@, Association members shall, before leaving their work station, give reasonable notice to and receive approval from the Fire Marshal in order to remain in pay status. The Fire Marshal shall approve such an employee=s attendance at Alabor-management conferences@ except in situations where the operations of the department cannot permit such absence. Travel expenses associated with any Alabor-management conferences@ shall be the responsibility of the employee.

ARTICLE 31 **ASSOCIATION BULLETIN BOARDS AND MEETING ROOM**

The Association may place informational material on department bulletin boards, provided:

- a) the Association is clearly identified in the material;
- b) the contents of the material relate to activities of the Association and are not partisan, political or defamatory in nature;
- c) the Association assumes all costs incidental to preparation or distribution of such material; and
- d) the Association advises the Fire Marshal in advance and does not interrupt Employer operations.

The Village further agrees to allow the Association to use a portion of the facilities of fire station #1, located at 7 Conti Parkway, such portion to be designated by the Fire Marshal, in order to allow Association members to hold meetings from time to time. Such meetings shall be held in a manner that does not restrict Employer operations. In addition, Association mail may be delivered to fire station #1, 7 Conti Parkway.

ARTICLE 32 **PROMOTIONS**

Section 1. General. Promotions to the ranks of Lieutenant and Captain shall be conducted in accordance with the provisions of Public Act 93-0411, the Fire Department Promotional Act, effective August 4, 2003 (hereinafter the AAct@). Except where expressly modified by the terms of this Article, the provisions of the Act shall govern procedures for the promotion to the ranks of Lieutenant and Captain as it applies to vacancies that occur in the existing positions at the ranks of Lieutenant and Captain and to all newly created positions at the ranks of Lieutenant and Captain.

Section 2. Vacancy. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated. On that same date, a vacancy shall occur in all ranks inferior to the rank that is vacated, provided, however, that said position or positions continue to be funded and authorized by the Board of Trustees in the Village of Elmwood Park. If said vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated by the Board of Trustees in the Village of Elmwood Park, the final promotional list shall be continued in effect until

all positions have been filled, or, for the period three (3) years, beginning from the date on which the current final adjusted promotional list is set to expire, whichever occurs first. During such three year period, in the event the vacant position is reinstated, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 3. Eligibility. All promotions to the rank of Lieutenant shall be made from eligible employees in the next lower rank who have completed their probationary period. All promotions to the rank of Captain shall be made from Lieutenants who have obtained Fire Officer I certification through the Illinois State Fire Marshal's Office. Eligibility for promotion shall be determined as of January 1st of the year in which the test is conducted.

Any additional eligibility requirements that pertain to education, training and/or certification in subject and skills relating to fire service technologies shall be published at least one (1) year prior to the date beginning the promotional process. All members shall be given an opportunity to meet those additional eligibility requirements.

Section 4. Rating Factors. Necessary rating factors and weights shall be used to determine the candidate best suited for the promotion to the ranks of Lieutenant and Captain. These factors shall include a written examination, a subjective evaluation (oral examination), seniority points, ascertained merit points and subjective Chief=s merit points. The placement of employees on a preliminary promotional list shall be based upon the points achieved by the employee after considering all rating factors. Said factors shall be weighted as specified herein to establish the point score for each candidate participating in the promotional process. Each component of the promotional process shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factors listed herein and the combined scores of all components shall be added together to produce a total score for the preliminary promotional list based upon a scale of 100 points.

The order of testing shall be:

- a) Subjective evaluation/interview
- b) Subjective Chief=s merit points
- c) Written examination

Ascertained merit shall be calculated as of ninety (90) days prior to the date of the written examination and posted immediately after the completion of that test component and prior to the date of the written examination. Seniority shall be calculated as of the date of the written examination and posted prior to the posting of the scores on the written examination.

Section 5. Weights of rating factors.

A. Subjective Evaluation. A subjective assessment interview shall be conducted as part of the promotional process. The subjective evaluation shall be job-related. The Village shall employ the services of a qualified and competent third-party testing service to perform the assessment interview component of the process. A weighted value of fifteen (15%) shall apply to the subjective

evaluation component of the process.

B. Subjective Chief=s Merit Points. Subjective Chief=s merit points shall be awarded to candidates up to a maximum of 10 points. A weighted value of ten (10%) percent shall apply to this component of the process. Subjective Chief=s merit points shall be awarded by the Fire Chief based upon his/her opinion of the candidate=s suitability for promotion to the rank of Lieutenant or Captain.

C. Written Examinations. Written examinations shall be conducted in accordance with the Act. A weighted value of fifty (50%) percent shall apply to this component. The written examination shall consist of material relating to the duties of Fire Lieutenant or Fire Captain, as applicable. The examination shall be based only on the contents of written materials that have been selected by the Village for the examination. All written materials shall be made available to all candidates for review at least ninety (90) days before the written examination is administered.

D. Ascertained Merit. Ascertained merit points shall be awarded to candidates that have attained certain educational or professional certification as indicated, to a maximum of 10 points. A weighted value of ten (10%) percent shall apply to this component of the process. The following educational and/or professional achievements shall apply:

1. Lieutenants= Merit Factors

(a) Illinois State Fire Marshal=s Certifications

	<u>Points</u>
(1) <u>Basic</u>	
Firefighter III/Technician	1
FAE	1
Strategy and Tactics I	1
Instructor I	1
Management I	1
Management II	1
Fire Prevention Principles	1
Fire Officer I*	5

*(Cannot claim Strategy & Tactics I, Instructor I, Mgmt. I or II, or Fire Prevention Principles if claiming FO I)

(2) <u>Awareness</u>	
Hazmat Awareness	1
Structural Collapse Awareness	1
Confined Space/Trench Awareness	1
Technical Rescue Awareness	1

(3) <u>Operations</u>	
Hazardous Materials First Responder Operations .....	.5

Structural Collapse Operations .....	.5
Trench Operations .....	.5
Confined Space Operations .....	.5
Vehicle & Machinery Operations or Roadway Extrication .....	.5
Rope Operations .....	.5

(4) <u>Specialist Certificates</u>	
Hazardous Materials Technician (A or B) .....	.5
Hazardous Materials Incident Command .....	.5
Vehicle & Machinery Technician .....	.5
Structural Collapse Technician .....	.5
Trench Technician .....	.5
Vertical Rescue (I or II) or Rope Technician .....	.5
Confined Space Technician .....	.5
Fire Investigator .....	.5
Juvenile Fire-setter Intervention .....	.5
Fire Prevention Office .....	.5

(b) Fire Science or Fire Service Management Degrees

(1) Associates Degree or 60 credit hours in Fire Science or Fire Service Management from an accredited College or University*	2.5
(2) Bachelor=s Degree in Fire Service Management from an accredited College or University*	5
(3) (Candidates may receive cumulative points for both degrees/hours)	

* As listed in the current edition of Accredited Institutions of Postsecondary Education published by the American Council on Education. Courses from a trade school and/or technical school are not applicable toward the required college credit.

(c) <u>Acting Merit</u>	
Acting Lieutenant	1
(Fire fighters acting in the capacity of Lieutenant for more than five 24- hour shifts over the course of one year prior to date of the determination of ascertained merit points)	

(d) General Requirements for Ascertained Merit Points

- (1) **Certificates:** A promotional candidate for Fire Department Lieutenant must produce the original certificate or a copy of the certificate for which he/she is claiming ascertained merit points. The attainment of certifications claimed will be verified with the Fire Department Training Officer through a written report from the State Fire Marshal=s Office. Certificates must be tendered to the appointing authority by the date specified in the testing schedule. It shall be the responsibility of the promotional candidate to produce any certificates being claimed for ascertained merit

points. Furthermore, the Village of Elmwood Park and the Fire Department shall bear no responsibility for obtaining certificates, or proof of certification for any promotional candidate. Where a certification class listed above is passed, but a State of Illinois Certificate is not issued, proof of participation with a passing grade must be received from the State of Illinois Fire Marshal=s Office, Division of Personnel Standards. (FO I classes are on record with the State Fire Marshal=s Office but a certificate is not issued until completion of all five required 40-hour classes). Furthermore, attainment of an FO I provisional certification shall count the same as the FO I certification.

- (2) **Degrees:** A promotional candidate for Fire Department Lieutenant must produce the original diploma or a copy of the diploma or a certified transcript for which he/she is claiming ascertained merit points. The attainment of degrees claimed will be verified through the Fire Department Training Officer upon a written report to the accrediting college or university. Diplomas or a certified transcript must be tendered to the appointing authority by the date specified in the testing schedule. It shall be the responsibility of the promotional candidate to produce any diplomas or certified transcripts being claimed for ascertained merit points. Furthermore, the Village of Elmwood Park and the Fire Department shall bear no responsibility for obtaining diplomas or certified transcripts, or proof of college degrees for any promotional candidate.
- (3) Acting Merit: Acting merit shall be verified through the Fire Department payroll and time sheet records.

2. Captains= Merit Factor

(a) Illinois State Fire Marshal=s Certifications

Points

(1) Basic

FO II*	5
Strategy and Tactics II	1.25
Instructor II	1.25
Management III	1.25
Management IV	1.25

*(Cannot claim Strategy & Tactics II, Instructor II, Mgmt. III or IV, if claiming FO II)

(2) Awareness

Hazmat Awareness	1
Structural Collapse Awareness	1
Confined Space/Trench Awareness	1
Technical Rescue Awareness	1

- (3) Operations
 - Hazardous Materials First Responder Operations5
 - Structural Collapse Operations5
 - Trench Operations5
 - Confined Space Operations5
 - Vehicle & Machinery Operations or Roadway Extrication5
 - Rope Operations5

- (4) Specialist Certificates
 - Hazardous Materials Technician (A or B)5
 - Hazardous Materials Incident Command5
 - Vehicle & Machinery Technician5
 - Structural Collapse Technician5
 - Trench Technician5
 - Vertical Rescue (I or II) or Rope Technician5
 - Confined Space Technician5
 - Fire Investigator5
 - Juvenile Fire-setter Intervention5
 - Fire Prevention Officer5

- (5) Fire Science or Fire Service Management Degrees
 - Associates Degree or 60 credit hours in Fire Science or Fire Service Management from an accredited College or University* 2.5
 - Bachelor=s Degree in Fire Service Management from an accredited College or University* 5
 - Masters Degree in Public Administration from an accredited College or University* 2.5

(candidates may receive cumulative points for all degrees/hours)

* As listed in the current edition of Accredited Institutions of Postsecondary Education published by the American Council on Education. Courses from a trade school and/or technical school are not applicable toward the required college credit.

(b) General Requirements for Ascertained Merit Points

- (1) Certificates: A promotional candidate for Fire Department Captain must produce the original certificate or a copy of the certificate for which he/she is claiming ascertained merit points. The attainment of certifications claimed will be verified with the Fire Department Training Officer through a written report from the State Fire Marshal=s Office. Certificates must be tendered to the appointing authority by the date specified in the testing schedule. It shall be the responsibility of the promotional candidate to produce any certificates being claimed for ascertained merit points. Furthermore, the Village of Elmwood Park and the Fire Department shall bear no responsibility for obtaining certificates, or proof of certification for any promotional candidate. Where a certification class listed above is passed, but a State

of Illinois Certificate is not issued, proof of participation with a passing grade must be received from the State of Illinois Fire Marshal=s Office, Division of Personnel Standards. (FO I classes are on record with the State Fire Marshal=s Office but a certificate is not issued until completion of all five required 40-hour classes).

- (2) Degrees: A promotional candidate for Fire Department Captain must produce the original diploma or a copy of the diploma or a certified transcript for which he/she is claiming ascertained merit points. The attainment of degrees claimed will be verified through the Fire Department Training Officer upon a written report to the accrediting college or university. Diplomas or a certified transcript must be tendered to the appointing authority by the date specified in the testing schedule. It shall be the responsibility of the promotional candidate to produce any diplomas or certified transcripts being claimed for ascertained merit points. Furthermore, the Village of Elmwood Park and the Fire Department shall bear no responsibility for obtaining diplomas or certified transcripts, or proof of college degrees for any promotional candidate.
- (3) Ascertained merit points shall be awarded for each educational or professional achievement. The cumulative points awarded shall not exceed the maximum available total of 10 points.

E. Seniority points. Seniority points shall be included in the promotional process. A weighted value of fifteen (15%) percent shall apply to this component of the process. Seniority points shall be calculated and awarded based upon the pool of candidates participating in the promotional process. The most senior candidate that is participating shall be awarded one hundred (100%) percent of the available credit of 15 points. Thereafter, each candidate with lower seniority shall be awarded points based upon the fractional result of the less senior candidate years of service divided by the senior candidate years of service and multiplied by the 15 points available.

For example:

Most Senior Candidate = 18 years, award 15 points
Next Senior Candidate = 16 years, award $(16/18 \times 15)$ 13.33 points

Seniority points shall be calculated as of the date of the written test. For the Captain=s promotional procedure, seniority shall be based on time in grade as a Lieutenant with the Elmwood Park Fire Department. A seniority list shall be posted before the written examination scores are posted. The list shall include the seniority date, any breaks in service, the total number of eligible years and the number of seniority points to be awarded to the candidate.

Section 6. Preliminary Promotional List. Upon completion of all of the listed components of the Lieutenants= or Captains= promotional test, a preliminary promotional list shall be posted. A minimum cumulative score of 60 points must be achieved by the candidate to pass the examination process and appear on the preliminary promotional list. Any candidate on the preliminary promotional list who is eligible for veteran=s preference under the laws and agreements

applicable to the Village of Elmwood Park may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotional list. The veteran=s preference shall be calculated as provided in the applicable law (65 ILCS 5/10-2.1-11) and added to the candidate=s total score as listed on the preliminary promotional list. Any person who was engaged in the military service of the United States for total period of at least one year and who was honorably discharged therefrom, or who is now or may hereafter be on inactive or reserve duty in such military service shall, upon request, be awarded preference points.

It shall be the responsibility of the Applicant to provide evidence of qualifying military service (DD214 Copy #4) along with their written application for veteran preference points in order to be considered for preference points. The final adjusted promotional list, containing any adjustments for veteran=s points, shall be posted after the ten day period has expired. Any person who has received a promotion from a promotional list on which his/her position was adjusted for veteran preference shall not be eligible for any subsequent veteran points.

Section 7. 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 promotional list.

If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article 23 of this Agreement.

Section 8. Final Adjusted Promotional List. The final adjusted promotional list shall be posted by the Village at Village Hall and copies shall be provided to the Union and all candidates. The final adjusted list shall remain in effect for a period of three (3) years from the date the list is posted. The Village shall take all necessary steps to ensure that a current final adjusted list is kept current so that promotional vacancies are filled, promptly, but in no event longer than 180 days after a vacancy occurs.

Section 9. Psychological Evaluations. All candidates shall successfully pass a standard psychological evaluation prior to promotion. Such evaluation shall be scored on a pass/fail basis. If a candidate fails a psychological evaluation, the candidate shall have the option of scheduling a second psychological evaluation from another source, at the candidate=s expense. Such second evaluation must be completed within fourteen (14) days of the results of the first evaluation becoming known. If the candidate passes the second evaluation, the two evaluators shall select a third evaluator, who shall conduct a psychological evaluation at the Village=s expense, and the third

evaluation shall control. Candidates who fail the psychological evaluation shall be removed from the promotion list.

Section 10. Exempt Positions. The parties agree that all ranks above the rank of Captain, including Fire Chief, Deputy Chief and Fire Inspector, are considered exempt ranks, as indicated in Article I, Recognition, and are therefore excluded from the process defined in this Article 32. As exempt positions, the Village shall solely maintain the right to establish the number of exempt positions and to appoint persons to the exempt positions using its own means exclusively.

ARTICLE 33
TERM OF AGREEMENT

This Agreement shall be in effect from the effective date of execution through April 30, 2018. Thereafter, this Agreement shall remain in effect unless modified in writing by the parties pursuant to written notice delivered at least thirty (30) days prior to April 30, 2018, or any subsequent April 30th. In the event such written notice is not served at least thirty (30) days prior to April 30th of any applicable year, then the terms of this Agreement shall remain in full force and effect for the subsequent year.

IN WITNESS WHEREOF, the parties hereto have set their hands this 15 day of June, 2015.

FOR THE ASSOCIATION:



FOR THE VILLAGE OF ELMWOOD PARK:



VILLAGE PRESIDENT

Attest:



VILLAGE CLERK

EXHIBIT A

The salary scale for the period from May 1, 2015 through April 30, 2016 shall be as follows:

Starting Salary	\$55,790.00
After Completion of Twelve (12) Months	\$65,544.00
After Completion of Twenty-four (24) Months	\$73,937.00
After Completion of Thirty-six (36) Months	\$82,434.00
Lieutenant Salary	\$91,550.00
Captain Salary	\$98,211.00

EXHIBIT B

The salary scale for the period from May 1, 2016 through April 30, 2017 shall be as follows:

Starting Salary	\$56,627.00
After Completion of Twelve (12) Months	\$66,527.00
After Completion of Twenty-four (24) Months	\$75,046.00
After Completion of Thirty-six (36) Months	\$83,671.00
Lieutenant Salary	\$92,923.00
Captain Salary	\$99,684.00

EXHIBIT C

The salary scale for the period from May 1, 2017 through April 30, 2018 shall be as follows:

Starting Salary	\$57,476.00
After Completion of Twelve (12) Months	\$67,525.00
After Completion of Twenty-four (24) Months	\$76,172.00
After Completion of Thirty-six (36) Months	\$84,926.00
Lieutenant Salary	\$94,317.00
Captain Salary	\$101,179.00

EXHIBIT D

EDUCATIONAL INCENTIVE AND OTHER STIPENDS
BONUS SCHEDULE FOR:

Associate=s Degree (available only to employees who were not required to have a minimum of 60 hours of post-high school education in order to be hired) \$200.00 annually

Bachelor=s Degree, which, after 6/1/03 must be attained in Fire Science \$650.00 annually

If any employee attains either an Associate's degree or a Bachelor's degree in Fire Science or Fire Supervision during the course of this Agreement, and proof of such degree is submitted to the Fire Department payroll master in accordance with the above, the educational stipend aforementioned shall be paid on or about the first pay period in June, following the attainment of such degree. There shall be no pro-rated pay impact for any degree received prior to May 1st of each year that this contract is in effect.

HAZMAT Team Member	\$700.00
Fire Investigation Team Member	\$700.00
Technical Rescue Specialist Team Member	\$700.00
Emergency Vehicle Maintenance Team (payable to not more than two employees, to be appointed by the Fire Marshall, based upon testing criteria)	\$700.00
EMS Coordinator (as designated by the Fire Marshall)	\$700.00

Annual stipends for specialty team members, *i.e.*, HAZMAT, Technical Rescue and Fire Investigator, shall be paid to members who actively participate in MABAS specialty team drills, meetings and emergency incidents. No stipend shall be paid to any member of a specialty team who merely attains certification and elects not to become actively involved in MABAS activities. "Active participation" shall be defined for purposes of this Agreement as attendance at 50% or more of the specialty team drills, meetings or emergency callbacks, in any combination thereof, over the course of a contract year (May 1st through April 30th). Where an on-duty firefighter or officer of any of the aforementioned specialty teams is unable to attend a specific drill, meeting or callback, for purposes of maintaining the provisions of Article 9 of this Agreement (Minimum Shift Requirements), credit shall be given for attendance at said drills, meetings or emergency callbacks. The ultimate discretion in this matter shall be given to the Fire Department chief officer, and his/her decision shall prevail.

No more than three (3) stipends for these teams may be paid to any one (1) employee.

BONUS FOR S.F.M.O. CERTIFICATES:

Firefighters earning Fire Officer I \$200.00 annually
(Only available to firefighters who are listed on a current promotion eligibility list)
Officers earning Certified F.A.E. \$250.00 annually

All stipends shall be paid on the first payday in May, or as applicable.

New officers must receive FO I certification within 36 months of promotion or the Employer shall deduct one (1) sick day from the officer=s sick leave bank for each year that such officer does not receive such certification.

(Certified FAE stipends have been added to the base salaries of firefighters, and FO I stipends have been added to the base salaries of officers.)

APPENDIX A

<u>Benefit Levels</u>	<u>HMO</u>	<u>PPO/Standard</u> (in/out of network)
Lifetime Major Medical	Unlimited	unlimited
Individual Annual Deductible	0	\$500/\$1,000
Family Deductible	0	\$1,500/\$3,000
Co-Insurance	100%	80%/60%
Out-of-Pocket Maximum Single (Excl. Ded.)	1,500	\$2,000/\$4,000
Out-of-Pocket Maximum Family (Excl. Ded.)	3,000	\$6,000/\$12,000
<u>Inpatient Services</u>		
Hospital	100%	80%/60%
Physician	100%	80%/60%
Per Confinement	None	None
<u>Outpatient Services</u>		
Office Visits/Specialist	\$30/\$50 Co-Pay	\$30/\$50 Co-Pay
Ambulatory	100%	80%/60% after deductible
Diagnostic Lab - X-Ray	100%	80%/60% after deductible
Pre-Admission Testing	100%	80%/60% after deductible
Second Surgical Opinion	100%	80%/60% after deductible
<u>Emergency Services</u>		
Additional Accident Expense	\$150 Co-Pay	\$150 Co-Pay
Medical	\$150 Co-Pay	\$150 Co-Pay
<u>Psychiatric and Substance Abuse - Coverage determined by Carrier</u>		
<u>Prescription Drug Card</u>		
Generic	\$15 Co-Pay	\$15 Co-Pay
Brands	\$30 Co-Pay	\$60 Co-Pay
Non Preferred Brand	\$50 Co-Pay	\$100 Co-Pay

The Village shall have the right to offer a High Deductible Plan as a third alternative type of coverage, with the same premium co-pays as provided in Article 14, Insurance, of this Agreement.

RESOLUTION NO. 514 -14

A RESOLUTION APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK
AND TRUCK DRIVERS, OIL DRIVERS, FILLING STATION AND
PLATFORM WORKERS UNION, LOCAL NO. 705, AN AFFILIATE
OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 3 DAY OF FEBRUARY, 2014.

Published in Pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 3 day of February, 2014

RESOLUTION NO. 514-14

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK AND TRUCK DRIVERS, OIL DRIVERS, FILLING STATION AND PLATFORM WORKERS UNION, LOCAL NO. 705, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. That certain collective bargaining agreement between the Village of Elmwood Park and Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union, Local No. 705, an affiliate of the International Brotherhood of Teamsters, a copy of which is attached hereto as Exhibit "A", is hereby approved.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement, subject to the prior execution of said collective bargaining agreement by representatives of the Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union, Local No. 705, an affiliate of the International Brotherhood of Teamsters.

Resolved this 3 day of February, 2014.

AYES: 6
NAYS: 0
ABSENT: 1



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

EXHIBIT "A"

**LABOR AGREEMENT BETWEEN VILLAGE OF
ELMWOOD PARK AND TRUCK DRIVERS, OIL DRIVERS,
FILLING STATION AND PLATFORM WORKERS UNION,
LOCAL NO. 705, AN AFFILIATE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

LABOR AGREEMENT

BETWEEN

VILLAGE OF ELMWOOD PARK

AND

TRUCK DRIVERS, OIL DRIVERS,
FILLING STATION AND
PLATFORM WORKERS UNION,
LOCAL NO. 705,

AN AFFILIATE OF

THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

MAY 1, 2013
Through
APRIL 30, 2017

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PREAMBLE

This Agreement made and entered into this 3rd day of February, 2014, by and between the VILLAGE OF ELMWOOD PARK, Cook County, State of Illinois, Party of the First Part, (hereinafter referred to as the "EMPLOYER") and Truck Driver, Oil Drivers, Filling Station and Platform Workers Union, Local No. 705, an affiliate of the International Brotherhood of Teamsters, Party of the Second Part (hereinafter referred to as the "UNION" or "EMPLOYEES").

ARTICLE I - APPLICATION RECOGNITION

This Agreement shall cover and include all Employees engaged in the duties or functions pertaining to the removing and disposing of rubbish or snow, street repairing and marking, sign painting and hanging, landscaping and grounds keeping, maintenance of water lines and sewer lines and similar duties for the Village of Elmwood Park, and the job classifications listed in Appendix "A."

ARTICLE II - UNION SECURITY

It is mutually agreed, subject to any limitation by State or Federal Law, that:

Section 2.1. Union Membership.

A. All Employees covered by this Agreement who are members of the Union as of the effective date of this provision, and all those Employees who become members after that date shall maintain their membership in good standing in the Union as a condition of continued employment with the Employer.

B. All new Employees covered by this Agreement shall become members of the Union thirty-one (31) days from their first date of employment and shall maintain their membership in good standing in the Union, as a condition of continued employment with the Employer.

C. The Employer agrees to employ members of the Union in good standing and carrying the regular working card of the Union, but the Union concedes the right of the Employer to hire whomsoever they please providing they become members of the Union.

Section 2.2. Dues Deductions. The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such Employees and the Employer shall deduct such amounts within two (2) weeks following receipt of the statement of certification of the member and remit to the Union. Where laws require written authorization by the Employee, the same is to be furnished in the form required.

All monies required to be checked off shall become the property of the entities for which it was intended at the time that such check off is required to be made.

ARTICLE III - WAGE

Section 3.1. Wage Scale. Effective May 1, 2013 and continuing thereafter, the Wage Scale shall be as set forth in Appendix A, attached hereto and made a part of and subject to all other terms and provisions of this Agreement.

Section 3.2. Night Shift Pay. All Employees assigned to work a regular night shift schedule, in addition to receiving the hourly rates to which they are entitled under the terms of this Agreement, shall receive an additional twenty-five cents (25¢) per hour for all work performed as a night shift premium. Time and one-half (1½) the hourly rate shall be paid after eight (8) hours worked in any one night.

Section 3.3. No Reduction of Wages. Any Employee receiving more than this scale of wages shall not suffer any reduction of wages by virtue of this Agreement.

Section 3.4. Reporting Pay. Employees who report for work and, for reasons beyond the control of Employer, cannot start work shall receive two (2) hours' pay, but they shall stay on the job for this period. If Employees have to cease work before a full day's work is completed for reasons beyond the control of the Employer, they shall receive one (1) extra hour's pay in addition to the hours already worked, but they shall also stay on the job for this period.

Any Employee who refuses to work when a work order is given shall not be covered by this Section 3.4.

ARTICLE IV - INSURANCE

Section 4.1. Terms and Conditions. (a) Effective November 1, 2013, the Employer for each Employee shall pay the sum of two hundred ninety-four dollars (\$294.00) per week to Local 705 International Brotherhood of Teamsters Health and Welfare Fund (Fund), an irrevocable trust heretofore created by an Agreement and Declaration of Trust (Trust Agreement), pursuant to a Collective Bargaining (Cartage) Agreement between certain Employers and the Union. The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide health, welfare, death and such other benefits as permitted by said Trust Agreement, as amended, from time to time, and by Section 302(c) of the Labor-Management Relations Act of 1947 and the Employee Retirement Income Security Act of 1974. The Trustees of the Fund shall have the sole power (a) to construe the provisions of the Trust Agreement and rules and regulations and all terms used therein, and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of Employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all Employers, Employees, participants, legal representatives, dependents, relatives, and all persons and parties.

Effective May 1, 2014, such payment by the Employer shall increase to three hundred eight dollars (\$308.00) per week, per employee. Effective May 1, 2015, such payment shall increase

to three hundred twenty-eight dollars (\$328.00) per week, per employee. Effective May 1, 2016, such payment shall increase up to a maximum of three hundred sixty-one dollars (\$361.00) per week, per employee, provided that the Employer shall not be required to pay any amount in excess of the amount for Health and Welfare contained in the MCLAC Agreement for the 2016 insurance year.

(b) The Trustees of the Fund or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and Employees of fleet owners (excluding any supervisory, managerial and/or confidential Employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Section 4.2. The Employer Payments to the Fund shall be as follows:

- (a) The amount per Employee per week shall be paid for each Employee covered by this Agreement for any week in which such Employee performs any services for the Employer even when such services are not performed under the terms of this Agreement;
- (b) If an Employee is absent because of non-occupational illness or injury, the Employer shall pay the required payment for a Period of four (4) weeks;
- (c) If an Employee is absent because of occupational illness or injury, the Employer shall pay the required payment for a period of twelve (12) months;
- (d) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated;
- (e) All leaves of absence, when granted by the Employer, in addition to the requirements of the parties, shall be conditioned upon the Employer and the Employee making satisfactory arrangements for paying the weekly payment to the Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence;
- (f) Whenever an Employer is not obligated to make payment to the Fund for an absent Employee, then the Employee shall make the required payment as permitted by the Trustees;
- (g) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the provisions of this Agreement.

ARTICLE V - HOURS OF WORK

Section 5.1. Work Week and Work Day. The Employer agrees and guarantees to furnish to each of its Employees forty (40) hours per week, five (5) days, Monday through Friday at eight (8) hours per day. Except as otherwise provided by the terms of this Agreement, this Section will not apply in any instance when an actual labor dispute is in existence, or when work is not available due to Acts of God or the Public Enemy or by action of the Federal Government.

Section 5.2. Work Hours. Working hours shall be between the hours of 7:00 A.M. and 8:00 A.M., optional, and between the hours of 3:30 P.M. and 4:30 P.M., with one (1) hour off for lunch, one-half (½) hour with pay and one-half (½) hour without pay. There shall be no other breaks required or permitted without the approval of the Director of Public Works. Notwithstanding the above and the provisions of Section 5.1 herein, the Employer reserves the right to establish different work days, including weekends, provided that such work schedule shall be for five (5) consecutive days, followed by two (2) consecutive days off. Such alternative work schedule shall be filled by bargaining unit members who are hired after November 1, 2013, or by current employees who volunteer for such alternative work schedule.

Section 5.3. Overtime Hours. Employees who are suffered or permitted to start working before the regulation starting time between 7:00 A.M. and 8:00 A.M. shall be paid time and one-half (1½) from such time until the regulation starting time. Time and one-half (1½) shall be paid for all time worked after the regulation quitting time between 3:30 P.M. and 4:30 P.M. If the Village adds a night shift pursuant to Section 3.2, then the starting and quitting times for the night shift shall be substituted for the starting and quitting times in the previous two sentences for those employees assigned to the night shift, for purposes of designating overtime hours. Time and one-half (1½) shall be paid for all work over forty (40) hours per week for the first five (5) consecutive days of the employee's work week (e.g., Monday through Friday; Tuesday through Saturday, etc.). Time and one-half (1½) shall be paid for time worked on the sixth (6th) consecutive day of their work week (e.g., Saturday for a Monday-Friday work week; Sunday for a Tuesday-Saturday work week; etc.). If Employees work on the seventh (7th) consecutive day of their work week (e.g., Sunday for a Monday-Friday work week; Monday for a Tuesday-Saturday work week; etc.), they shall be paid at the rate of double time. Employees who are absent from work, regardless of whether such absence is excused or unexcused, shall be ineligible for overtime assignments until the Employee has reported back to work or has telephoned the Director to advise that such employee is available for overtime. Such Employees shall be skipped during the overtime call-out procedures until they have reported back to work or made such telephone call. Employees who have been placed on light duty assignment shall be ineligible for call-outs for overtime assignments until the employee has returned to full duty. Such employees shall be skipped during the overtime call-out procedures until they have reported back to full duty. Nothing herein shall preclude an employee who has been placed on a light duty assignment from holding over beyond the employee's regular quitting time, in order to continue the same light duty assignment.

ARTICLE VI - HOLIDAYS AND PERSONAL DAYS

Section 6.1. Holidays. Employees shall be paid for the following holidays:

New Year's Day	General Election Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	Christmas Eve Day
Labor Day	Christmas Day
	Employee's Birthday

If Employees work on any of the above holidays, they are to be paid at the rate of double time plus eight (8) hours for the day. No less than one-half ($\frac{1}{2}$) day shall be considered for Sundays and Holidays. No work shall be permitted on Labor Day, only in case of emergencies, when a permit from the Officer of the Union will be issued. Employees are required to use their birthday holiday in one eight (8) hour segment.

In the event any Employee is absent from work the day before, or the day after a holiday, he/she shall not receive holiday pay, until proof of sickness or excusable absence is established.

Section 6.2. Personal Days. In addition to the above-named holidays, each Employee is entitled to three (3) personal days to be taken at the Employee's option. Personal days must be utilized in four (4) hour minimum blocks (*e.g.* Employees may use either a four (4) hour or eight (8) hour block).

ARTICLE VII - VACATIONS

It is agreed that any Employee coming under the jurisdiction of this Agreement who has given fifty-two (52) weeks continuous service with the Employer shall receive two (2) weeks vacation of eighty (80) hours at regular straight time hourly rate.

It is agreed that any Employee coming under the jurisdiction of this Agreement who has given five (5) years continuous service with the Employer shall receive three (3) weeks vacation of one hundred and twenty (120) hours at regular straight time hourly rate.

It is agreed that any Employee coming under the jurisdiction of this Agreement who has given ten (10) years continuous service with the Employer shall receive four (4) weeks vacation of one hundred and sixty (160) hours at regular straight time hourly rate.

It is agreed that any Employee coming under the jurisdiction of this Agreement who has twenty (20) years continuous service with the Employer shall receive five (5) weeks vacation of two hundred (200) hours at regular straight time hourly rate.

Any Employee who resigns, is laid off, or is discharged and has put in his full qualifying year or years shall receive his/her full vacation pay at the time of quitting, layoff, or discharge.

Employees shall pick vacation period by order of seniority when it is possible for the Employer to arrange same. Employees in the Water Division shall pick their vacation period separate from other Employees in the bargaining unit. Vacations shall be scheduled from March 1 to December 15 of each year. The Employer agrees that a maximum of six (6) employees (three (3) drivers and three (3) helpers) will be allowed off on paid vacation at any one time, not including Water Division Employees, whose vacation shall not count against such maximum.

Employees may split two (2) weeks of earned vacation in increments of one (1) day or more, subject to the limitations set forth in the preceding paragraph.

In the event that any Employee is absent from work the day before or the day after a vacation day, the Employee shall not receive sick pay, until proof of sickness or excusable absence is established.

ARTICLE VIII SICK LEAVE

Section 8.1. Benefit Accumulation. All employees covered by the terms of this Agreement shall be credited with sick leave at the rate of ten (10) days per contract year unless on leave of absence without pay. An Employee who begins work or returns from leave after the beginning of a contract year will be credited on a prorated basis.

Sick leave may be accumulated to a maximum of one hundred thirty (130) days.

Section 8.2. Definition. Sick leave is allowed only in case of necessity when the Employee is actually sick or disabled in a pay status. An Employee who becomes injured or ill and unable to work while on vacation must continue his/her scheduled vacation time before going on sick leave.

Section 8.3. Usage Limitations. Accumulated sick leave may be used under the following circumstances:

- (a) non-occupational illness or disability of the employee when the employee is incapacitated for duty;
- (b) appointments with doctors, dentists or other professional medical practitioners;
- (c) the minimum charge to sick leave accounts is one half (½) day (four (4) hours).

Section 8.4. Pay Eligibility. To be eligible for sick leave with pay, an employee must:

- (a) report before starting time by telephone or in writing to the employee's immediate supervisor, the reason for absence;
- (b) keep the immediate supervisor informed of his/her condition every subsequent day of the absence after the initial one;

- (c) permit the Village to require a medical examination by a Village approved physician as it deems necessary;
- (d) submit a medical certificate for any absence exceeding three (3) days when requested by the Village.

Section 8.5. Investigation of Absence. The Village may investigate any absence for which sick leave is requested and require an employee to see the Village's medical doctor in some instances.

If there is a discrepancy in the opinions of the Employee's physician and the Employer's appointed physician, a third physician mutually agreed upon by the Employee and the Employer will be used.

False or fraudulent use of sick leave is cause for dismissal or other appropriate disciplinary action against the offending employee.

Section 8.6. Extended Use of Sick Leave. If any employee is absent because of illness or non-occupational disability, the employee shall be required to first exhaust accumulated sick leave days, and then vacation days, until the employee becomes eligible for disability pension benefits. In the event an employee has exhausted all sick leave and vacation days prior to the expiration of any waiting period for disability benefits, the employee shall not be entitled to any compensation from the Village. Those employees who have exhausted vacation or sick leave and are ineligible for disability benefits may petition the President and Board of Trustees for an extension of sick leave sufficient to allow the individual a continuity of income until such disability benefits become operative. Such petition must be accompanied by sufficient medical documentation verifying the source and extent of the disability. Any extension of sick leave which may be granted shall be debited against future sick leave.

Section 8.7. Retirement Benefit. Upon termination of employment for any reason, separation from service or death, an employee or the employee's Estate is entitled to be paid at one quarter (¼) rate for unused sick leave not exceeding one hundred and thirty (130) days which has accrued on or after March 1, 1993. In the event an employee retires at age 50 or later, unused sick leave shall be compensated at the rate of fifty percent (50%) the normal rate of pay. The normal rate of pay to be used in determining the lump sum payment or sick leave shall be the rate of pay on the last day that the employee was in pay status. All accumulated sick leave existing on March 1, 1993, shall remain and be credited to the employees. In no event shall sick leave be accumulated beyond the maximum of 130 days for any employee hired after March 1, 1993.

ARTICLE IX - SENIORITY - LAY OFF & RECALL

Section 9.1. Definition. Seniority means an employee's length of continuous service with the Employer, since the employee's original date of hire in a position included in the bargaining unit, as described in either Article I, entitled "Application Recognition," or Appendix A, entitled "Wage Schedule," of this Agreement. If more than one person is hired on the same day they shall

be placed on the seniority list according to their date and/ or time of application for employment and/or placement on the employment eligibility list, from which they were hired.

Employee seniority, and not the equipment, shall prevail for all purposes and in all instances, not otherwise specified in this Agreement. Seniority shall be broken only by discharge for just cause, voluntary resignation or retirement.

Section 9.2. Seniority Lists. Every twelve (12) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union.

Section 9.3. Call-Backs.

A. Snow and Ice Call-Back Procedures.

On November 1 of each year, a call-back list starting with the most senior employee, will be posted for the purpose of calling back off-duty employees for overtime work which is determined to be beyond the capabilities for timely completion by the work force currently on duty, for snow and ice events only. When the number and type of staffing needed for a call back has been determined by the Department Head or his/her designee, the most senior qualified person will be contacted first. If the employee accepts the overtime assignment, the employee's name shall be moved from the top of the list to the bottom of the seniority list. If after contacting all employees by seniority, an insufficient number are available, the Department Head or his/her designee will re-contact the least senior employee and who shall be required to work overtime. This procedure will continue up through the seniority roster. Employees who refuse required overtime may be subject to disciplinary action up to and including a suspension. Nothing in this paragraph will be taken to mean that an employee can be required to work more than two eight (8) hour shifts in a row.

B. Call-Backs by Seniority.

A seniority roster will be posted for the purpose of calling back off duty employees for overtime work, except snow and ice events, which is determined to be beyond the capabilities for timely completion by the work force currently on duty, e.g., situations caused by an act of God, public enemy or the Federal Government. When the number and type of staffing needed for a call back has been determined by the Department Head or his/her designee, the most senior qualified person will be contacted first. If after contacting all employees by seniority, an insufficient number are available, the Department Head or his/her designee will re-contact the least senior employee and who shall be required to work overtime. This procedure will continue up through the seniority roster. If the top of the seniority has been reached the process will start over from the bottom of the seniority list. It should be understood that situations do arise that require the call back of the entire staff. Employees who refuse required overtime may be subject to disciplinary action up to and including a suspension. Nothing in this paragraph will be taken to mean that an employee can be required to work more than two eight (8) hour shifts in a row.

A separate seniority roster shall be kept for Water Division overtime assignments. Once the Employees on the Water Division overtime assignment list have been contacted, the remaining Employees in the Public Works Division shall be contacted according to the procedures set forth

in the first paragraph. For overtime assignments other than Water Division overtime assignments, Employees in the Water Division shall be contacted in order of seniority after the other members of the bargaining unit have been contacted.

Section 9.4. Lay Offs. The Employer reserves the right to layoff Employees covered by this Agreement when there is not sufficient work or funds to keep the present force employed. Provided, however, seniority shall prevail in layoffs and rehiring of Employees, the Employee with the oldest seniority shall be the first returned to work, until the seniority list is exhausted. A separate seniority roster shall be kept for Water Division and for Public Works Division lay-off purposes. Seniority shall be based upon the Division to which the Employee is assigned. Any employees hired in either Division on or after March 1, 2012 shall be listed on the lay-off seniority roster as if they had been assigned to the Public Works Division. This shall not preclude the Village from assigning such employees to the Water Division.

Employees shall be recalled to work on the basis of most senior first. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given seven (7) calendar days from mailing of notice by certified mail to the last known address of the employee, as reflected in the Employer's records, in order to respond, and eight (8) additional days to report to work. An employee's failure to respond within seven (7) days of the mailing of the notice of recall, or to report for work within the time required, shall be deemed a refusal. The Employer may fill the position on a temporary basis until the recalled employee reports to work during that fifteen (15) day period. An employee who declines recall to full-time work, or who fails to respond within seven (7) days of the mailing of notice of recall, or who fails to report for work during the fifteen (15) day period, shall be deemed to have refused a recall, shall forfeit his/her seniority and recall rights and shall have his/her name stricken from the recall list. In any event, an employee's right to reinstatement shall cease after thirty-six (36) months of continuous lay-off or April 30, 2013, whichever is later. However, if the employee refuses a recall to work within such period, the right to reinstatement shall cease sooner.

The Union agrees that, subject to the terms and conditions of this Agreement, the Employer has the exclusive power over the direction and promotion of the working force, including the right to hire, suspend, discharge or transfer for just cause, providing this will not be used for the purpose of discrimination against any Employee for Union activities.

Section 9.5. Water Division Job Assignments. Water Division assignments shall be offered by the Director of Public Works or his designee to any bargaining unit member. If all bargaining unit members decline the offer, the Employer shall assign bargaining unit members to the Water Division based on reverse seniority.

ARTICLE X - BEREAVEMENT LEAVE

Section 10.1. Bereavement Leave/Death in Family. The Employer agrees to provide to Employees up to three (3) days leave without loss of pay as a result of a death in the immediate family, as hereinafter defined. The Employee shall be required to notify the Director of Public Works or his designee as to the number of bereavement days to be utilized. An Employee may

request to use additional time-off from their other options, but such additional time-off is subject to the approval of the Village Manager.

Section 10.2. Definition of Family. A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

ARTICLE XI - EMPLOYER INTEREST

All members of the Union agree to further the interests of the Employer.

ARTICLE XII - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable State Statute(s), the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to the right to hire, promote, assign and direct employees; to discipline, transfer, allocate, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, and to maintain efficiency in the Department of Public Works is vested exclusively in the Employer. It is understood that any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged or modified by this Agreement.

ARTICLE XIII - NO STRIKE, NO LOCKOUT

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike during the term of this Agreement. The Employer will not lockout any Employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 14.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an Employee and/or the Union against the Employer involving the administration, interpretation or application of the provisions of this Agreement.

Section 14.2. Time Limits. If any grievance is not appealed to the next step of the grievance procedure outlined hereafter within the specified time limit, it shall be considered withdrawn. If the Employer does not answer a grievance within the specified time limit, it shall be considered progressed to the next step of the grievance procedure.

In all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing by the parties.

Section 14.3, Procedure. A grievance filed against the Employer shall be processed in the following manner.

STEP 1: A grievance shall be submitted in writing to the Department Head specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the known facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief/remedy requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, or within ten (10) business days after the grievant and the Union through reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Department Head shall render the Employer's written response to the grievant within ten (10) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1, the Employee, and/or the Union, may appeal the grievance. The grievance shall be presented in writing, signed by the grievant and Union representative, and submitted to the Village Manager within five (5) business days after receipt of the Employer's answer in Step 1. The Village Manager shall investigate the grievance and, in the course of such investigation, offer to meet and discuss the grievance within ten (10) business days with the employee(s) (if the employee(s) desires to be present) and an authorized union representative, at a time mutually agreeable to the parties. If no settlement of grievance is reached, the Village Manager shall provide the Employer's written answer to the grievant, and to the Union, within five (5) business days following their meeting.

STEP 3: If a grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Manager within five (5) business days after receipt of the Manager's decision. Both parties shall attempt to agree upon an arbitrator. Either party may request the Federal Mediation and Conciliation Service 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. Both the employer and the Union shall have the right to alternately strike three (3) names from the list. The Union shall strike one name; then the Employer shall strike another name. The person whose name remains shall be arbitrator, provided that neither party prior to striking any names exercises its one-time, per grievance, right to reject the entire panel of arbitrators. If the entire panel is rejected, a new request for seven (7) names will be requested and the selection will ensue as stated above. The 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, subject to the availability of the Employer and Union representatives. The fees and expenses of the arbitrator shall be paid by the loser. If the Union does not elect to arbitrate a grievance of a disciplinary nature, then the discipline imposed shall be final.

The parties further agree that grievance arbitration hearings held pursuant to this procedure shall be "streamlined" (*i.e.*, no transcriptions, no post hearing written arguments or briefs and if the arbiter agrees, a "bench decision") on all issues except for matters of discharge and/or suspension.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

Employees designated as Steward(s) shall be permitted to investigate grievances on the Employer's time, provided such investigation does not interfere with the normal operations of the Employer, and provided the Steward receives the permission of the department head or his designee, which permission shall not be unreasonably withheld or denied.

The term "business days" as used in this Article shall mean the days Monday through Friday inclusive when employees covered by this Agreement are normally scheduled to work, but excluding Saturdays, Sundays and Holidays.

ARTICLE XV - DISCIPLINE

- A. Discipline shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action the Employer shall have the option to assess the following penalties:

Oral reprimand

Written reprimand

Suspension

Discharge

Any disciplinary action or measure other than an oral reprimand 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.

- B. 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. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration.
- C. Disciplinary actions recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense.

- D. 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 and just cause for discipline exists. Employees shall be entitled to have a Union representative present at all meetings with the Employer that could lead to the discipline of the employee. Nothing in this Article shall be construed to abridge or diminish any rights or protections due an employee or obligations required of the Employer, as provided in State or Federal Law.

ARTICLE XVI - UNIFORMS AND SAFETY EQUIPMENT

Employees shall be subject to discipline for failure to wear a uniform, or any required article thereof, while on duty. Effective May 1, 2008, the Employer shall provide each employee covered by this Agreement the sum of \$475.00 per year as a clothing allowance, including safety-toed shoes, (pro rata if such employee is hired for less than a full year). Effective May 1, 2010, such clothing allowance shall be increased to \$485.00 per year. Such clothing allowance shall be paid each employee covered by this Agreement on May 1 or at the time of hiring. Any employee who terminates his employment or is discharged from employment prior to May 1 of any year shall be required to reimburse the Employer the pro rata portion of such clothing allowance based upon the number of months such employee was not so employed by the Employer. The Employer is authorized to withhold from any final compensation due to such employee any amount of clothing allowance which is required to be repaid to the Employer. Any change in color of the standard uniform as is presently constituted shall be paid for by the Employer for the initial article of clothing changed, and thereafter, shall be paid for by the employee.

The Employer further agrees to provide each employee any and all safety equipment required for the safe performance of their work functions, including, gloves, hearing protection, hard hats, and safety goggles, without cost to the employee. Employees shall be subject to discipline for failure to wear any required article of safety equipment which is furnished by the Employer.

ARTICLE XVII - EMPLOYEE ALCOHOL AND DRUG TESTING

Section 17.1. Statement of Policy. It is the policy of the Village of Elmwood Park that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 17.2. Prohibitions. Employees shall be prohibited from:

- A. consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business;

- B. illegally selling, purchasing or delivering any illegal drug during the work day or on the employer's premises;
- C. being under the influence of alcohol or illegal drugs during the course of the work day;
- D. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 17.3. Drug and Alcohol Testing Permitted. When the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Village may engage in periodic testing of Village employees for alcohol or illegal drugs no more than twice annually. CDL employees subject to random testing who have been tested during the six (6) months preceding such random testing shall be exempted from such random testing. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment prior to their date of hire, or for promotion. Bargaining unit employees who are required by Federal or State Law to have a valid Commercial Driver's License (CDL) in order to operate CDL regulated vehicles, shall be required to submit to random drug and/or alcohol testing as required under the U.S. Department of Transportation Federal Motor Carrier Safety Administration, Safety Regulations (DOT Regulations).

Section 17.4. Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given but such consultation shall not delay the time in which such employee shall be required to submit to testing. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she have.

Section 17.5. Tests to be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

- A. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. ensure that the laboratory or facility selected conforms to all NIDA standards;
- C. establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No

employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

- D. collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- E. collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees submitting a sample shall be observed by a member of the same sex to be designated by a supervisor;
- F. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- G. provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing that meets the requirements of subparagraphs, (a) and (b) herein above, at the employee's own expense; provided the officer notifies the Village Manager within seventy-two (72) hours of receiving the results of the tests;
- H. require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (*e.g.*, billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- I. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, an alcohol concentration of .04 or greater (either grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath) shall apply in determining whether test results shall be considered to be positive;
- J. provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- K. insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure.

Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 17.6. Right to Contest. The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 17.7. Voluntary Request for Assistance. The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Village may require reassignment of the employee. The Village shall make available through an Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 17.8. Discipline. In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, such employee shall be subject to disciplinary action by the Village. An employee whose alcohol concentration is .04 or above shall be subject to discharge. An employee whose alcohol concentration is .02 to .039 shall be relieved from duty without pay for 24 hours for a first offense, and shall be discharged for a second offense. In addition, the employee may be required to:

- A. agree to appropriate treatment as determined by the physician(s) involved;
- B. discontinue his/her use of illegal drugs or abuse of alcohol;
- C. complete the course of treatment prescribed, including an "aftercare" group for a period of up to twelve months;
- D. agree to submit to random testing during hours of work during the period of "aftercare."

Employees who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents the individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pursuant to Village policy, at the

employee's option, pending treatment. The foregoing shall not limit the Village's right to discipline employees for any other type of misconduct.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

Section 18.1. Training and Certifications. All costs related to maintaining certifications and licenses, required by the Employer, will be borne entirely by the Employer.

ARTICLE XIX - SUBCONTRACTING

The Village shall have the right to continue its historical practice of subcontracting or contracting out bargaining unit work or using non-bargaining unit employees to perform bargaining unit work, provided that in any grievance arbitration hearing regarding this Section, the Village shall bear the burden of proving the historical practice. Any expansion of subcontracting or contracting out beyond work that has been previously contracted or subcontracted out shall require mutual agreement, and the Village and the Union agree to meet and confer regarding any Village proposal regarding such expansion.

ARTICLE XX - TERM AND DURATION

This Agreement shall be in effect from May 1, 2013, and shall continue in full force and effect until April 30, 2017.

This Agreement will continue from year to year thereafter unless written notice is given by either party hereto, at least sixty (60) days prior to April 30th of 2017, or any year thereafter.

IN WITNESS WHEREOF, the members of the bargaining unit have ratified this Agreement on the 30 day of January, 2014 and the parties have executed this Agreement on the 3 day of February, 2014.

SIGNED FOR THE UNION:
Teamsters Local Union No. 705, I. B. of T.

[Redacted Signature]
Secretary-Treasurer
[Redacted Signature]
President
[Redacted Signature]
Employee Representative
[Redacted Signature]
Employee Representative

SIGNED FOR THE EMPLOYER:
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, IL 60707

By: [Redacted Signature]
Title: Village President
By: [Redacted Signature]
Title: Village Clerk

APPENDIX A - WAGE SCHEDULE

Effective May 1, 2013 and thereafter, employees covered by the terms of this Agreement shall be paid the applicable straight-time hourly rates as provided in the following table:

STRAIGHT TIME HOURLY PAY RATES

Job Title	Effective 5/1/2013 2%	Effective 2/1/2014 0.5%	Effective: 5/1/2014 2%	Effective: 5/1/2015 2%	Effective: 5/1/2016 2%
Laborers and Helpers	\$30.54	\$30.69	\$31.30	\$31.93	\$32.57
Truck Drivers	\$31.06	\$31.22	\$31.84	\$32.48	\$33.13
Heavy Equipment Operators	\$31.58	\$31.74	\$32.37	\$33.02	\$33.68
Horticulturist	\$31.58	\$31.74	\$32.37	\$33.02	\$33.68
Crew Leader	\$32.10	\$32.26	\$32.91	\$33.57	\$34.24
Lead Worker	\$35.69	\$35.87	\$36.59	\$37.32	\$38.07
Mechanics	\$34.70	\$34.87	\$35.57	\$36.28	\$37.01
Assistant Mechanics	\$32.18	\$32.34	\$32.99	\$33.65	\$34.32

* Bargaining unit members (except the two Water Division employees listed separately on the Seniority List) assigned to the Water Division shall receive an additional fifty (\$0.50) cents per hour while assigned to the Water Division.