

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF HAZEL CREST, ILLINOIS  
A MUNICIPAL CORPORATION**

**AND**

**THE HAZEL CREST PROFESSIONAL FIRE FIGHTERS  
ASSOCIATION, LOCAL NO. 4087  
OF THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, AFL-CIO-CLC**

**Effective May 1, 2012 to April 30, 2015**

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## ARTICLE I

### PREAMBLE

This Agreement is entered into by the Village of Hazel Crest, Illinois (hereinafter referred to as the "Village" or "Employer") and the Hazel Crest Professional Fire Fighters Association, Local 4087, of the International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") for the basic purpose of promoting harmonious relations between the Union and the Employer, to encourage and improve efficiency and productivity in the work place; to establish a peaceful procedure for the resolution of grievances as provided herein, and to establish an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the terms of this Agreement.

## ARTICLE II

### RECOGNITION

**Section 2.1. Recognition.** The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn career firefighters/paramedics in the rank of Lieutenant and below, excluding the Chief and all supervisors, managerial and confidential employees and all other employees of the Village of Hazel Crest, per S-RC-01-039.

**Section 2.2. Duty of Fair Representation.** The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of

liability (monetary or otherwise) and for all legal cost resulting from any failure on the part of the Union to fulfill its duty of fair representation.

The Village shall not promote or instigate any litigation regarding the issue of fair representation. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action at its own expense and through its own counsel provided:

(A) The Employer gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires; and

(B) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

**Section 2.3. Department Head Defined.** "Department Head" refers to the Chief or his Designee.

### **ARTICLE III**

#### **UNION SECURITY AND RIGHTS**

**Section 3.1. Dues Checkoff.** While this Agreement is in effect, the Village shall deduct from each employee's paycheck once each pay period the uniform regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful voluntary, effective checkoff authorization form (which shall be provided by the Union). The Village will honor all properly executed checkoff authorization forms received, not later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to the Secretary-Treasurer of the Union together with a list of employees for whom deductions have been made not later than ten (10) days following the deduction. The Union agrees to refund to the employee any amounts paid to the Union in error. A Union member desiring to revoke the dues checkoff may do so at any time within thirty (30) days' written notice to the Village and the Union. Information concerning dues not deducted under this Article shall be forwarded to the Secretary-Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases.

The actual dues amount to be deducted shall be certified to the Village by the Secretary-Treasurer of the Union, in writing, and shall be uniform in dollar amount for each employee. The Union may from time to time change the fixed uniform dollar amount which will be the regular monthly dues, only upon giving the Village fourteen (14) days' notice of any such change in the uniform monthly dues to be deducted. It is specifically agreed that any dispute concerning dues checkoff shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 3.2. Fair Share Payments.** Any employee who is not a member of the Union or who ceases as a member of the Union shall be required to pay a proportionate share (not to exceed the amount of union dues) of the cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and conditions of employment.

**Section 3.3. Involuntary Deductions.** In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall

make an involuntary deduction from the wages of the employee in the amount previously certified to the Employer by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

**Section 3.4 Objections on Religious Grounds.** The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

**Section 3.5. Objections on Other Grounds.** Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration.

**Section 3.6. Indemnification.** The Union shall indemnify and hold harmless the Employer against any and all claims, suits or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision, including any costs incurred by the Employer arising from challenges to the fair share fee amount, provided, that the Employer has not promoted or instigated such challenge. In the

event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

A. The Employer gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires; and

B. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and at all appellate levels.

**Section 3.7. Non-Employee Union Representative's Access.** One (1) non-employee Union representative shall have access to the Fire Department for the purpose of resolving a grievance which has been appealed to the third step of the grievance procedure, under the following conditions. To receive such access, the representative must provide at least 48 hours advance notice to the Chief as to the time of the visit. The Chief may waive the notice requirement. The representative must conduct the visit at a time which will not disturb employees who are working. In the event a resource person or legal counselor is needed to assist the representative, such person shall receive access with the representative under the conditions stated above.

**Section 3.8. Union Bulletin Board.** The Village shall provide space in Fire Station Number 2 for a bulletin board, which shall be provided by the Union and shall be limited in size to no larger than 24" x 36". The Union shall be allowed to post official Union notices of a non-political, non-inflammatory nature. The Union shall limit all postings to this bulletin board.

## ARTICLE IV

### MANAGEMENT RIGHTS–RULES AND REGULATIONS

**Section 4.1. Management Rights.** The Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects not given up by the terms of this Agreement, and to manage and direct its employees, to make and implement decisions with respect to the operation and the management of its operations, in all respects as authorized under the Constitution and laws of the State of Illinois. These rights and authority include, but are not limited to, the following: to determine the mission of the Village, to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment, and to employ personnel; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime, to determine the methods, means, organization and number of personnel by which operations are conducted; to make, alter and enforce rules, regulations, orders and other policies which are promulgated under the Hazel Crest Personnel Rules, the Hazel Crest Fire Department Standard Operating Procedures Manual and Fire Department Rules and Regulations; to evaluate employees; to discipline employees for just cause, to promote employees, to change or eliminate existing methods equipment or facilities; provided however that the exercise of any of the above rights shall not be inconsistent or in conflict, with any of the specific terms or provisions of this Agreement.

**Section 4.2. Rules and Regulations.** Employees shall be provided with access to all existing written rules and regulations. It is understood that new or revised written rules, regulations, policies and procedures are established by the Village from time to time. The Union shall be given written notice of any proposed additions or changes to existing written rules. When the proposed change relates to a subject that is a mandatory subject of bargaining that is not expressly covered by an existing term of this Agreement, the Union shall be allowed a fourteen (14) day period to present its comments prior to the proposed rule becoming effective. If the Union requests; within such fourteen (14) day period, the Village shall meet with the Union to discuss its concerns or objections. In the event that such meeting(s) fail to resolve the Union concerns or objections, the Village may implement its proposed rule on an interim basis pending full negotiations for the successor contract. Such interim implementation shall be without prejudice to the Union rights to decisional bargaining as to the rule and in the event an impasse is reached as to the rule any impartial arbitrator selected pursuant to the IPELRA Section 14 process shall treat the rule as a proposed rule not an existing rule. Normally any new or revised written rule, regulation, policy or procedures shall be posted no less than thirty (30) days before becoming effective or enforceable.

**Section 4.3. Subcontracting.** The Employer reserves the right to subcontract if allowable by applicable law and subject to the requirements of 65 ILCS 5/10-2.1-4 and 65 ILCS 5/10-1-14, as may be amended from time to time.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

#### **Section 5.1. Regular Work Day.**

(A) The standard shift for employees shall be twenty-four (24) hours on duty beginning at 0700 hours, followed by forty-eight (48) hours off duty. Duty assignments during such shifts shall be scheduled by the Fire Chief with non-assigned duty time normally commencing at 1600 hours, subject to the Chief's directing duties to be performed after 1600 hours. The foregoing hours are subject to modification by the Fire Chief upon sixty (60) days advance written notice within the parameters of 0600 hours to 0800 hours. Any such change will be accompanied by a corresponding change in the normal starting time for non-assigned duty time (e.g., if shift start is changed to 0800, the non-assigned duty time starting at 1700 hours).

(B) The annual average weekly hours shall normally be 52.9 hours per week with annual hours of 2,760 per year. The average weekly hours shall be accomplished by the Village providing each employee regularly scheduled to work twenty-four (24) hour shifts with every eighteenth (18) on duty shift scheduled off (without loss of pay) as a "Kelly Day". Employees shall have the ability to trade their Kelly Day between members of the same shift or move them to an open day within that cycle. The trading or moving of Kelly Days shall be requested at least three (3) days in advance and shall not create overtime. All requests shall be made in writing and forwarded to the Fire Chief or designee for approval. Such trades shall not be unreasonably denied.

#### **Section 5.2. Overtime Compensation.**

(A) Definition. All work assigned in excess of the regular twenty-four (24)

hours on, followed by forty-eight (48) hours off schedule, shall be considered as overtime. All overtime for reimbursement or compensatory time off must be pre-approved by the supervisor or Fire Chief.

(B) Overtime Rate. All overtime work shall be compensated at the rate of one and one-half (1½) times the employee's regular straight time hourly rate. The employee's regular straight time rate shall be calculated by dividing the employee's annual salary by 2,760 hours. Overtime shall be rounded to the nearest quarter hour. For example: following work beginning on the hour, if the employee works until :07 after the hour, the employee would not receive additional compensation beyond the hour. If the employee works :08 after the hour, the employee shall receive 15:00 minutes of overtime plus the hour. This method of rounding shall be utilized in all overtime situations.

(C) Compensatory Time. An employee may request compensatory time off in lieu of rate of pay compensation:

- (1) An employee must receive prior authorization from the Department Head to receive compensatory time credit; its accumulation and use must be recorded on the same basis as overtime, as defined in the Fair Labor Standards Act ("FLSA").
- (2) Compensatory time for overtime hours shall be provided for at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked.
- (3) All compensatory time credit with a maximum of fifty (50) hours accumulation should be used within the calendar year in which it is earned.

For the purpose of compliance with Section 207(k) of the FLSA, the Fire Department has adopted the 27-day work period.

(D) Call Back Overtime. Any employee called to report to work for emergency service shall be guaranteed a minimum of two (2) hours pay upon reporting.

(E) Regular Overtime. Overtime shall be distributed to employees on a rotational basis based upon their position on the overtime assignment lists. A separate list shall be established for Lieutenants and Firefighters. Such lists shall consist of all bargaining unit employees arranged in order of their relative seniority and posted in each Station. When an overtime assignment is available, it shall be first offered to the employee on the applicable list who has worked the least amount of overtime assignments. If the employee accepts or refuses the assignment, he shall be credited and moved to the bottom of the list. If the assignment is refused by the top employee, it shall be offered to the next employee on the list and so on. If no employee accepts the assignment, the least senior employee on the list shall be required to accept the assignment. Any accepted overtime, whether it is regular or short term, as provided in Section (F) below, may be given to another bargaining unit member within the same rank as long as notification is made to the Fire Chief or his designee prior to the start of that overtime shift.

For purposes of this section, the person causing the overtime is the person who takes a Kelly Day or Vacation Day. The person who is out on injury/sick leave is not the cause of the overtime except for the first two (2) shift days of his/her injury /sick leave.

#### EXAMPLES

A. Blue Shirt #1 is off due to injury/sick leave and has been off for at least two (2) duty days. When Blue Shirt #2 takes a vacation day causing the Department to drop below the minimum, the vacancy should be filled by a Blue Shirt from the rotating seniority list.

B. Blue Shirt #1 is off due to injury/sick leave and has been off for a least two (2) duty days. When Lieutenant # 1 takes a vacation day causing the department to drop below the minimum, the vacancy should be filled by a Lieutenant from the rotating seniority list:

1. If no Lieutenant accepts the assignment, and there is no Acting Shift Officer on duty for that shift, the overtime should be offered by seniority to the Acting Shift Officers; if no Acting Shift Officer accepts the assignment, the least senior Lieutenant shall fill the shift.

2. If no Lieutenant accepts the assignment, and there is an Acting Shift Officer on duty for that shift, the overtime should be offered by rotating seniority to Blue Shirts.

C. Lieutenant #1 is off due to injury/sick leave and has been off for at least two (2) duty days. When Blue shirt #1 takes a vacation day causing the Department to drop below the minimum, the vacancy should be filled by a Blue Shirt from the rotating seniority list. This presumes there is an Acting Shift Officer on Duty.

D. Lieutenant #1 is off due to injury/sick leave and has been off for at least two (2) duty days. When the Acting Shift Officer takes a vacation day causing the Department to drop below the minimum, the vacancy should be filled by a Lieutenant from the rotating seniority list:

1. If no Lieutenant accepts the assignment, and there is no Acting Shift Officer on duty for that shift, the overtime should be offered by seniority to the Acting Shift Officers; if no Acting Shift Officer accepts the assignment, the least senior Lieutenant shall fill the shift;

2. If no Lieutenant accepts the assignment, and there is an Acting Shift Officer on duty for that shift, the overtime should be offered by rotating seniority to Blue Shirts.

(F) Short Notice Overtime. When an overtime assignment is needed due to an employee calling off on Short Notice (defined as notice given by the employee to the Chief or his designee twenty-four (24) hours or less before the start of the employee's shift), the on duty shift commander shall offer the overtime assignment to another employee on shift of the same rank as the employee calling off, in order of seniority. If a

Lieutenant calls off, and the Lieutenant on duty does not accept the assignment, it may be offered to the Acting Shift Officer, if an Acting Shift Officer is on duty. If there is no Acting Shift Officer on duty for the overtime shift, the Lieutenant shall be forced to accept the overtime. If there is an Acting Shift Officer on duty for the overtime shift, and the Lieutenant does not accept, the assignment will go to the firefighters on duty in order of their seniority. If all employees refuse the assignment, then the least senior firefighter or Lieutenant, whichever is applicable, on duty shall be required to accept the assignment

**Section 5.3.** Employees may exchange shifts subject to the Chief's discretionary approval, which discretion shall not be abused.

**Section 5.4. Officer in Charge Compensation (Acting Shift Officer).**

(A) In order to fill the vacancy of a Lieutenant absent from duty the vacancy will be filled based on who is designated to serve as an Acting Shift Officer utilizing the order of the current Lieutenant promotional list as posted by the Board of Fire and Police Commissioners. Absent any list, or if such employees are unavailable for reasons such as excused leave or voluntarily requesting in writing not to serve in an Acting Shift Officer capacity, at the discretion of the Fire Chief or designee a firefighter shall fill in until such time as a regular Acting Shift Officer is assigned. Any employee serving in an Acting Shift Officer capacity shall receive an additional \$3.00 per hour for all hours actually worked in this capacity.

(B) If an employee perform(s) the duties of the higher rank for more than thirty (30) consecutive calendar days, the employee shall receive \$6.00 per hour for all hours actually worked in this capacity in addition to any other pay premiums for the

performance of such work. This pay shall commence on the 31<sup>st</sup> day the employee serves in this capacity.

## **ARTICLE VI**

### **SICK LEAVE**

**Section 6.1.** All employees shall earn sick leave with pay at a rate of twelve (12) hours for each calendar month of service. Sick leave shall accrue from the date of employment, but shall not be taken until the successful completion of the first six (6) months of employment. Sick leave may never be taken in advance of earning the time. Sick leave may be accumulated without limit.

**Section 6.2.** An employee may be eligible for sick leave for the following reasons:

- (A) Personal illness or physical incapacity.
- (B) Quarantine of an employee by a physician.
- (C) Maternity as directed by a physician.
- (D) Immediate family illness (defined as the employee's spouse, children, step-children, adopted children, parents, parents of spouse or step-parents living in the employee's household).

**Section 6.3.** An employee, unable to report for work because of the above reasons, shall report the reason for the absence to the shift officer on duty not less than ninety (90) minutes before the time he is expected to report for work. Sick leave with pay shall not be allowed unless such report has been made.

**Section 6.4.** Sick leave with pay in excess of two (2) consecutive sick days shall be allowed only after presenting a written statement by a physician certifying that the

employee's condition prevented the employee from reporting to work and the employee's ability to return to work if requested by the Chief.

**Section 6.5.** An employee who is voluntarily leaving Village service shall not be allowed the use of sick leave in the last two (2) calendar weeks of employment.

**Section 6.6.** Unused sick leave will not be compensated for in any way at the time of resignation (except as provided in Section 6.7 of this Article) or dismissal of an employee.

**Section 6.7.** Upon resignation or retirement, a qualified employee shall be compensated at a rate equal to the employee's base pay at time of such departure for 25% of unused/unpaid sick time accumulated in accordance with this Section, with a maximum of 365 compensable days allowed, provided that the departing employee must have a minimum of twenty (20) years of active service with the Village.

**Section 6.8.** An employee who does not use any sick days in a calendar year shall earn an extra 8 hours time off.

**Section 6.9.** Abuse of sick leave may result in dismissal of the employee.

**Section 6.10.** An employee who has exhausted sick leave or who has been disabled due to illness for thirty (30) consecutive days may be eligible to apply for short-term disability leave through the Village or a disability pension as provided under the Pension Code. Return of the employee to work from disability leave shall be governed by the applicable provisions of the Code, 40 ILCS 5/4-101 *et seq.*

**Section 6.11.** If sick time is fully expended, vacation time may be used in the event of illness.

**Section 6.12.** In the event vacation time is fully expended, the employee may be

granted leave without pay.

**Section 6.13.** The Family and Medical Leave Act, as set forth in the Personnel Policy, shall apply.

**Section 6.14.** The Village may offer light duty assignments based upon a physician's approval to employees who are unable to perform full duty responsibilities because of an on-the-job (work-related) or off-the-job (non-work-related) illness, injury or disability, provided such light duty work is available and the employee can be reasonably expected to perform the work.

**Section 6.15. No Pyramiding.** Compensation shall not be paid nor compensatory time allotted more than once for the same hours under any provision of this Article or Agreement, unless the Fire Chief authorizes such. It is understood that this provision is not intended to deny overtime pay to employees who are assigned to work overtime on days when they are otherwise entitled to receive their regular pay (e.g. vacation leave).

## **ARTICLE VII**

### **VACATION**

**Section 7.1. Accrual.** Employees shall receive five (5) shifts (120 hours) vacation after one (1) year of continuous service.

They shall receive twelve (12) hours additional vacation for each year of service beyond five (5) years.

After ten (10) complete years of service, employees shall accrue vacation at the rate of twelve (12) hours per year to a maximum of twelve (12) duty shift days (288 hours).

Employees shall be paid for all unused accrued vacation upon termination.

Vacation leave credit may not be carried more than one year past the year of accrual.

Vacation leave shall be taken during the year following its accumulation with a maximum accrual of twelve (12) duty days. The "year" shall commence with the anniversary date of employment, not the calendar year.

A maximum of two duty days vacation can be carried forward into the next annual period.

Borrowing vacation time is not permitted unless approved by the Chief.

**Section 7.2. Bereavement Leave.** In the event of a death in the immediate family of an employee, the employee shall be granted one (1) full duty day off with pay. The employee's immediate family is defined as spouse, parents, children (including half or step), brother or sister (including in-law, half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren and spouse's grandparents. A second duty day may be granted at the Fire Chief's discretion. Additional time may be taken with approval of the Fire Chief; this time shall be charged to sick time.

**Section 7.3. Military Leave.** Military leave shall be granted in accordance with applicable State and Federal law.

**Section 7.4. Jury Leave.** The Village shall compensate such employees, at their regular rate of pay for each day actually spent on jury duty provided the employee was scheduled to work that day. Employees shall report to work during any part of their duty shift when the court for jury duty does not require them. The employee shall tender to the Village any compensation received for jury service on a day for which he was

paid his/her pay for the day spent in jury service.

## **ARTICLE VIII**

### **WAGES**

**Section 8.1. Annual Salaries.** The annual salaries for all employees shall be as set forth on "Appendix A". Salaries shall be retroactive to May 1, 2012 for all paid hours. Checks for retroactive pay shall be issued within sixty (60) days of the date of Arbitrator McAllister's Interest Arbitration Award.

## **ARTICLE IX**

### **HOLIDAYS AND PERSONAL DAYS**

**Section 9.1. Holidays.** The Village holidays are:

New Year's Day	Independence Day
King's Birthday	Labor Day
Good Friday	Thanksgiving Day
Friday after Thanksgiving Day	Memorial Day
Christmas Eve	Christmas Day
One (1) Personal Day	

Employees shall receive 88 hours pay for the holidays. Employees may elect to be compensated for such holidays as follows: (1) take the holiday pay as additional vacation; (2) receive 88 hours straight time compensation to be paid annually in the month of December; or (3) take a combination of pay and additional vacation. Any holiday pay election must be made by December 1. Employees who work the holiday shall receive time and one half (1 ½) their regular rate of pay for all hours worked on the holiday.

## ARTICLE X

### TUITION REIMBURSEMENT PROGRAM

**Section 10. 1. Degree Courses.** An employee who wishes to take course work and receive financial assistance from the Village shall take the following steps:

Consult with the Chief to have the request considered;

Receive prior approval of the Department Head and Village Manager.

Tuition shall be reimbursed for course work up to a maximum rate based on the Governors State University tuition rate, and shall only be reimbursed if an employee receives a passing grade of "C" or higher. Tuition reimbursement shall be available to employees on a first come/first serve basis determined by available funds budgeted for such purpose by the Village in a year. An employee who receives tuition reimbursement and leaves the Village within 24 months of receiving such reimbursement shall pay the Village an amount equal to 100% of any such tuition reimbursement.

**Section 10.2. Non-Degree Courses.** Employees may also request to attend fire-related courses which will not lead to a degree, but which will directly benefit the Village. The Chief in his discretion shall grant or deny such request; if granted, the Village shall pay full tuition costs, but nothing else.

At the discretion of the Fire Chief or his designee, an employee may request and be granted time off from work to attend a job-related school or training course during working hours. A request for time off must be in writing and will not be considered unless it is shown that it is necessary to take the course during regular working hours and that the course attendance will not create overtime or detract from the employee's

work. The employee will reimburse the Village if a training course paid for by the Village is not satisfactorily completed.

## **ARTICLE XI**

### **UNIFORM AND EQUIPMENT**

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

- (A) The clothing or equipment is damaged beyond repair through causes other than the negligence of the employee; or
- (B) The clothing or equipment is worn because of reasonable wear and tear. All such equipment shall comply with all regulations which are imposed upon the Village by law.
- (C) In the event the Village adopts a Class A dress uniform policy, the Village shall pay for the cost of the initial issue of dress uniforms.

The standard uniform items which make up the customary issue are as specified in the list attached to this Agreement as "Appendix B".

## **ARTICLE XII**

### **SENIORITY, LAYOFF AND RECALL**

**Section 12.1. Definition of Seniority.** Seniority shall be based on the employee's length of service from the last date of hire as a sworn or commissioned Fire Fighter in the Fire Department of the Village. Seniority shall accumulate during authorized paid leaves of absence. Conflicts in seniority between two or more employees otherwise having the same seniority shall be determined on the basis of the order of the employees on the Board of Fire and Police Commissioners hiring list, with

the employee higher on the list being the more senior.

**Section 12.2. Probationary Period.** All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed their probationary period which shall be twelve (12) months in duration. In order to complete the probationary period, an employee must possess and maintain a certificate as an Emergency Medical Technician-Paramedic and pass the State of Illinois Certified Firefighter II examination. The Village may extend probation in order to allow an employee the opportunity to complete his certification. Time absent from duty in excess of five (5) duty shifts shall not apply toward satisfaction of the probationary period. During the probationary period, an employee shall be afforded all rights and privileges under the contract; except the Village may reprimand, suspend or discharge a probationary firefighter without cause and such firefighter shall have no recourse to the grievance procedure or the Board of Fire and Police Commissioners to contest such a reprimand, suspension or discharge.

**Section 12.3. Seniority List.** On or about January 1 of each year, the Village shall post and provide the Union President with a list of all employees' seniority dates. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) days after the Union President receives such list posting of the list.

**Section 12.4. Layoff.** The Village may lay off employees due to bona fide economic reasons. Before a layoff occurs, the Village shall provide 30 days written notice to the Union prior to any layoff of the intent to layoff bargaining unit employees. The Village shall meet and discuss the matter with the Union and provide the Union with

an opportunity to provide alternatives to the layoffs. If it is determined by the Village that layoffs are necessary, all part-time personnel who perform firefighter /EMS services shall be laid off before any full-time Fire Department bargaining unit members have been laid off. If it is discovered through financial auditing and alternative bargaining proposals that additional layoffs cannot be avoided, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statutes.

**Section 12.5. Recall.**

(A) Bargaining unit members who have been laid off shall be recalled before any part-time employees who perform firefighter /EMS services are hired in the Fire Department. Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they possess the required certifications for their position.

(B) Employees who are eligible for recall shall be given twenty one (21) calendar days of notice of recall and notice of recall shall be sent to the employee and the Union by certified or registered mail, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within fourteen (14) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If the employee is away from home and does not receive actual notice, receipt shall be assumed fourteen (14) days after mailing. If an employee fails to timely respond to a

recall notice, his name shall be removed from the recall list.

**Section 12.6. Termination of Seniority.** Seniority for all purposes and the employee relationship shall be terminated if the employee:

- (A) quits;
- (B) is discharged for just cause;
- (C) retires or is retired;
- (D) fails to return to work at the end of an approved leave of absence except for good cause shown; or
- (E) fails to return from layoff within twenty-one (21) calendar days from the date of recall.

**Section 12.7. Reimbursement of Training Costs.** Any employee leaving the employment of the Village within his or her first three years of employment must reimburse the Village for all training costs incurred by the Village on a pro rata basis, including the cost of the Fire Academy, EMT/B School, EMT/P School, books, lodging, meals, fuel, and associated overtime pay to the student. Such reimbursement shall not include the costs of training provided directly by the Department.

**Section 12.8. Severance Pay.** An allowance shall be provided by the Village to non-probationary employees terminated in good standing due to a reduction in force at the following rate:

After six (6) months continuous service	-	one (1) week's pay
After one (1) year continuous service	-	two (2) weeks' pay
After five (5) years or more continuous service		three (3) weeks' pay

**Section 12.9. Reimbursement of Village Hiring Expense.** An employee hired after May 1, 2006 who voluntarily terminates his employment with the Village within

twelve (12) months from the date of his employment shall be obligated to reimburse the Village fifty percent (50%) of the costs of the following: uniform items as set forth in Appendix B and turn-out gear. No employee, however, will be required to reimburse the Village more than \$2,000 under this Section if he leaves with less than one (1) year of service. Employees will be notified of this requirement upon their hire and will be required to sign an agreement regarding reimbursement as a condition of hire.

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

**Section 13.1. Definition.** Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

**Section 13.2. Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance will be processed in the following manner:

Step 1: Any employee, or the Union if a Union grievance, who has a grievance shall submit the grievance in writing to the Assistant Chief on a form mutually agreed to by the parties. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented in writing no later than ten (10) calendar days from the date of this occurrence or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Assistant

Chief shall render the Employer's written response to the grievant and the Union within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee, or the Union if a Union grievance, in writing to the Fire Chief within ten (10) calendar days after receipt of the Village's answer to Step 1. The Fire Chief or his designee shall investigate the grievance and in the course of such investigation shall offer to discuss the grievance within ten (10) calendar days with the grievant and a representative of the Union, if requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide the Employer's written answer to the grievant and the Union, within ten (10) calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the Village Manager within ten (10) calendar days after receipt of the Villages answer to Step 2. The Village Manager or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and a representative of the Union, if requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Manager or his designee shall provide a written answer to the grievant within ten (10) calendar days following the meeting.

**Section 13.3. Arbitration.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) calendar days of receipt of the Village's written answer as provided to the employee at Step 3.

If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and whose primary residence is Illinois. In the case of interest arbitration, arbitrators shall have previous experience in interest arbitration in Illinois. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

**Section 13.4. Limitations on Authority of Arbitrator.** The Arbitrator shall have the authority to consider and determine the merits of the issues presented by the grievance as submitted to the Fire Chief at Step 2. Thereafter, no new issues may be added to the grievance unless agreed by the parties. Such authority shall include the authority to fashion an appropriate remedy in the event the grievance is sustained in whole or in part. The arbitrator shall have no right to amend, modify, nullify, ignore, add

to, or subtract from the provisions of this Agreement. The arbitrator shall consider and make a decision with respect to the issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit his decision in writing to the Employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof and such agreement shall not be unreasonably withheld. The decision shall be based upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the issues presented by the grievance. A decision of the arbitrator rendered within the scope of the jurisdiction granted by this Section shall be final and binding.

**Section 13.5. Employee Right to Self-Representation.** Nothing in this Agreement prevents an employee from presenting a grievance to the Village and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

**Section 13.6. Scheduling Grievance Meetings.** The Village will attempt to schedule grievance meetings at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request of the Village during the work hours of the grievant or the designated Union Officer whose presence is requested by the grievant, the grievant and Union Officer shall be released from duty to attend the meeting without any loss of pay.

**Section 13.7. Time Limit For Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the occurrence of the event first giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered "waived" and may not be appealed further. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 13.8. Miscellaneous.** No member of the bargaining unit who is serving in an acting supervisory capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village Manager unless and until the Village Manager has agreed thereto in writing. No member of the bargaining unit who is serving in an acting capacity shall have authority to discipline employees without review by higher command, except for oral reprimands.

## **ARTICLE XIV**

### **NO STRIKE - NO LOCKOUT**

**Section 14.1. No Strike.** No strikes of any kind and no slowdown, barrier picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement.

**Section 14.2. No Lockout.** The Village shall not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE XV**

### **RESIDENCY**

All employees shall within six (6) months after completion of probationary period establish residence within the following residency zone and shall maintain their residence within said residency zone as long as they remain employees of the Village.

The residency zone shall consist of the area defined by the following boundaries:

- To the north: Roosevelt Road (North).
- To the east: the Illinois/Indiana Border.
- To the south: Route 14 (as in Indiana)
- To the west: Route 47

## **ARTICLE XVI**

### **OUTSIDE EMPLOYMENT**

Employees shall give prior notice to the Fire Chief that the employee has a proposed secondary employment. The employee shall not be permitted to work where there may be a conflict of interest.

## ARTICLE XVII

### EMPLOYEE ALCOHOL AND DRUG TESTING

**Section 17.1. Statement of Policy.** It is the policy of the Village of Hazel Crest that the public has the absolute right to expect persons employed by the Village in its Fire Department will 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 and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Department.

**Section 17.2. Prohibitions.** Employees shall be prohibited from:

(A) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business;

(B) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place or abusing any prescription drug except as may be necessary in the performance of duty;

(C) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

**Section 17.3. Drug And Alcohol Testing Permitted.** Where the Village has reasonable suspicion to believe that: (A) an employee is being affected by the use of alcohol; or (B) has abused prescription drugs; (C) has used illegal drugs; or (D) has been involved in an accident involving personal injury requiring medical attention or

more than \$2,500.00 in estimated property damage, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

**Section 17.4. Order To Submit To Testing.** Within forty-eight (48) hours after the employee is ordered to testing authorized by this Agreement, the Village shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test 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 or she may possess.

**Section 17.5. Test To Be Conducted.** In conducting the testing authorized by this Agreement, the Village shall:

(A) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois or is capable of being accredited by the Department of Health and Human Services ("DHHS") to perform drug and/or alcohol testing.

(B) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(C) 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.

(D) Collect samples in such a manner as to preserve the individual employees right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while

submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

(E) Confirm any sample that tests positive in 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.

(F) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the test and provided further that the laboratory or clinic and the testing procedure including chain of custody, meets or exceeds the standards established in this Agreement.

(G) 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. For purposes of this Article, a positive drug test result means the presence of an amount of proscribed or prescribed drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 17.6. below. 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 form adverse to the employee's interests.

(H) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .060 percent or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive. (Note: the foregoing standard shall not preclude the Village from attempting to show that test results between .03 and .06 demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.)

(I) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(J) Ensure that no employee is the subject of any adverse employment action because of the test except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

**Section 17.6. Drug Testing Standards.**

(A) Screening Test Standards. The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites .....	100 ng/ml
Cocaine metabolites .....	300 ng/ml
Opiate metabolites .....	300 ng/ml
Phencyclidine .....	25 ng/ml
Amphetamines .....	1000 ng/ml

(B) Confirmatory Test Standards. All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which

exceed the linear region of the standard curve shall be documented.

	<u>Confirmatory Test Level</u>
Marijuana metabolites* .....	15 ng/ml
Cocaine metabolites .....	150 ng/ml
Opiates:	
Morphine .....	300 ng/ml
Codeine.....	300 ng/ml
Phencyclidine .....	25 ng/ml
Amphetamines:	
Amphetamine .....	500 ng/ml
Methamphetamine .....	500 ng/ml

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Benzoyllecgonine

(C) Testing For Other Prescription Or Illegal Drugs. Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with the standards established by this Agreement, or DHHS standards, if any.

**Section 17.7. 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 test, the right to test, the administration of the tests, the significance and accuracy of the test or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test if the discipline is a written reprimand or other discipline not within the

jurisdiction of the Village Fire and Police Commission. If an employee files such a grievance, any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

**Section 17.8. Voluntary Request For Assistance.** The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The foregoing is conditioned upon:

- (A) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (B) the employee discontinuing use of illegal drugs or abuse of alcohol;
- (C) the employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Village personnel the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
- (D) the employee completing the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and
- (E) the employee agreeing to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article 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 such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

## **ARTICLE XVIII**

### **INSURANCE**

#### **Section 18.1. Hospitalization and Medical Insurance.**

(A) The Village agrees that it shall provide employees and their dependents with hospitalization and medical insurance coverage and benefits. Such coverage and benefits shall be the same as that which is provided to all other employees of the Village. The Village retains the right to change insurance carrier or to self-insure provided employees retain the option to obtain coverage through an HMO or PPO system. Such option shall be subject to the Village's right to eliminate the PPO system if such system is no longer commercially available or the cost becomes prohibitive. The Village shall not eliminate the PPO system unless it similarly eliminates the PPO system for all other Village employees. In such event, the Village shall provide the Union with advance written notice at the earliest opportunity and upon request of the Union, meet to negotiate as to the proposed change.

Prior to instituting any other change in the existing coverage and benefits, the Village shall notify the Union no later than ninety (90) days prior to the effective date of

the proposed change and upon request meet with representatives to discuss and consider available alternatives.

(B) Employee Contributions. In consideration for the Village's agreement to provide the coverages and benefits presently in effect, the Union agrees that employees shall contribute, from April 23, 2014 through the duration of this Agreement, an amount equal to 15% of the premium cost for the plan in which they have enrolled as such premium costs may change from time to time. Such contributions shall be made as payroll deductions on a pre-tax basis.

(C) Section 125 Tax Sheltering Plan. The Village shall maintain in effect a Section 125 Flexible Spending Account plan for the purposes of allowing employees to make contributions for unreimbursed medical dependent care expenses to the full extent authorized under Section 125 of the Internal Revenue Code so long as such plan continues to be authorized by the I.R.S.

(D) Continuance of Insurance Coverage. Employees' right to continue their coverage upon retirement or termination shall be as provided under the Insurance Code, 215 ILCS 5/3677(p) or Federal law (COBRA), as applicable.

**Section 18.2. Life Insurance; Survivors' Health Insurance.** The Village shall pay or insure a death benefit of \$10,000 to the employee's designated beneficiary in the event of the employee's death provided that if any higher amount is provided to other bargaining units, such amount shall also be provided to firefighters. In the event an employee dies during the course of his employment with the Village, the Village shall pay medical insurance premiums for the deceased employee's spouse, for up to six (6) months after the employee's death. After said time, the spouse may continue to

participate in the Village group insurance plan as provided by law. The Village shall also pay to the employee's survivor a death benefit equal to the deceased employee's salary for one (1) month as well as compensation for the deceased employee's unused vacation days and accrued overtime.

### **Section 18.3. Retiree Health Insurance**

All employees in the bargaining unit as of the date of this Agreement shall be entitled to all retiree health insurance benefits as set forth in Chapter VIII of the Village Personnel Policy as they existed as of the Revisions effective February 2003 a copy of which is attached hereto as Appendix C and incorporated herein.

Employees hired after the effective date of this Agreement will be subject to any restrictions or modifications to, or elimination of Appendix C hereto as applied to other employees bound by the Personnel Policy.

## **ARTICLE XIX**

### **LABOR MANAGEMENT AND SAFETY COMMITTEE**

At the request of the Union (by its President or designee) or of the Village (by the Fire Chief or designee), the parties shall meet at least semi-annually, or more frequently if mutually agreed, to discuss matters of mutual concern including safety matters that do not involve negotiations or the grievance procedures. Each party may have up to two additional persons attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) calendar days prior to the date of the meeting; the respondent may add to the agenda up to 24 hours prior to the meeting. Such meetings may be held during working hours, provided they do not interfere with the operations of the Fire Department, as determined by the Fire Chief.

## ARTICLE XX

### GENERAL PROVISIONS

**Section 20.1. Gender.** Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

**Section 20.2. Ratification and Amendment.** This Agreement shall become effective when ratified by the President and the Village Board of Trustees and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 20.3. Precedence of Agreement.** The terms of this Agreement shall take precedence over any conflicting Village ordinances, rules or regulations.

**Section 20.4. Fitness For Duty.** If there is any question concerning an employee's fitness for duty, or fitness to return to duty, the Village may require, at its expense, that the employee undergo an examination by a qualified physician or other appropriate medical professional selected by the Village. If the employee is not found fit for duty by the physician selected by the Village, the employee, at his expense, may be examined by a reputable physician selected by him. If found fit by this physician, then a third physician will be selected by the other two physicians to determine whether the employee is fit for duty. The cost of this third physician will be equally divided by the Village and the employee. The Village shall reimburse any employee found fit for duty by the third physician for any loss of pay suffered by the employee because of any unreasonable delay in the examination which was caused solely by the Village. An employee not found fit for duty may apply for sick leave or other leave of absence as

provided in this Agreement and/or for a disability pension to the extent provided for by state statutes.

**Section 20.5. Physical Fitness Requirements.** The Village and the Union will discuss instituting a physical fitness program during L/M&S meetings.

**Section 20.6. Family and Medical Leave Act.** The parties agree that the Village may, notwithstanding any other provisions of this Agreement, adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act. If there is a conflict with the Agreement, the Union will be notified and provided an opportunity to bargain over the matter before any final action is taken.

**Section 20.7. Americans With Disabilities Act.** The parties agree that the Village may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act. If there is a conflict with the Agreement, the Union will be notified and provided an opportunity to discuss the matter before any final action is taken.

**Section 20.8. EMT-P Training.** EMT-P Training (exclusive of the refresher course) will normally be scheduled during duty times where it is reasonably possible to do so by the Village.

**Section 20.9. Non-Discrimination.** The Employer shall not discriminate against employees in any manner which would violate state or federal law. Specifically, the Employer shall not discriminate on the basis of race, color, sex, sexual orientation, religion, age, genetics, national origin, ancestry, citizenship status, marital status,

physical or mental disability unrelated to ability to perform essential job functions, military service, or Union membership. Employees dissatisfied with the Employer's disposition of grievances under this Section may elect to file charges before the appropriate state and/or federal agency.

## **ARTICLE XXI**

### **PROMOTIONS**

**Section 21.1. General.** Promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act, 50 ILCS 742/1, et seq. (hereinafter the "Act"). A copy of this Act is attached as "Appendix D" to this Agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

**Section 21.2. Vacancies.** This Article applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

**Section 21.3. Eligibility.** All promotions shall be made from employees in the next lower rank who have at least three (3) years of seniority in the Fire Department.

Anniversaries of service which affect eligibility will be calculated as of the date of the written examination. Employees must hold the following certifications to be eligible for promotion:

- (A) State of Illinois Certified Fire Fighter III,
- (B) State of Illinois Certified Fire Apparatus Engineer, and
- (C) State of Illinois Fire Officers I (Provisional Status Accepted).

**Section 21.4. Notice of Examination.** Notice of promotional examinations shall be made at least 90 days prior to examination, but not more than one (1) year prior to examination. The parties waive the one (1) year announcement requirements of Section 15 of the Act for eligibility requirements and components of the examination, which are satisfied by this Article.

**Section 21.5. Rating Factors and Weights.** All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following four (4) components weighted as specified:

	<u>% Weight</u>
1. Written Examination	50
2. Seniority	5
3. Assessment Center	40
4. Oral Interview	5

In the event that only one (1) employee is eligible for promotional examination, the Village may waive the requirement of Assessment Center testing. In such case, only the Written Examination and Oral Interview shall be components of the

examination, and the Written Examination shall be weighted as 85% of the examination and the Oral Interview shall be weighted as 15% of the examination.

**Section 21.6. Test Components.**

(A) Written Examinations. Written Examinations shall contain only job-related questions, and shall be composed by an outside agency. Study guides and an outline of subjects for the written examination shall be available at the Fire Station at least 90 days in advance of the examination.

(B) Seniority Points. Seniority Points shall be awarded as follows: The candidate with the highest seniority shall be awarded full points; the points for the remaining candidates shall be prorated based on the relationship of their seniority to the most-senior candidate

(C) Assessment Center. The Assessment Center component shall be administered by Resource Management Associates, provided that it meets the requirements of 50 ILCS 742/50 (h), and shall test only job-related skills/knowledge. If Resource Management Associates is unable or unwilling to perform testing, the Union and the Village shall meet for the purpose of mutually agreeing to a substitute tester. If the parties fail to agree on a substitute tester, then the parties shall meet and negotiate as to the percentage assigned to the Assessment Center component.

(D) Oral Interview. Oral Interviews shall be conducted by the Board of Fire and Police Commissioners, and shall consist of only job-related questions.

(E) Veteran's Preference Points. Veteran's Preference Points shall be awarded as stated in Section 20 and 55 of the Act.

(F) Monitors. The Union shall have the right to the presence of two (2)

observers during the administration of any component of the examination, which observers need not be a member of the Fire Department. However, in no case shall the Union's observers be candidates for promotion. The Union will provide the Fire Chief with the name and contact information of the observers at least three (3) days prior to the date the first component of the testing is administered.

**Section 21.7. Scoring of Components.** Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be posted at all Fire Stations and copies provided to the Union and all candidates.

**Section 21.8. Right to Review.** The Union or any affected employee who believes that an error or violation of this Agreement has been made with respect to

eligibility to take an examination, administration of an examination component, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority. Any disputes as to such matters may be resolved and remedied by filing a grievance as provided by Article XIII of this Agreement or as otherwise provided by law. Such grievance may be filed at Step 2 of the grievance procedure.

**Section 21.9. Order of selection.** Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article XIII of this Agreement. Such grievance may be filed at Step 2 of the grievance procedure.

**Section 21.10. Maintenance of promotional lists.** Final eligibility lists shall be effective for a period of 3 years. The Village shall take all necessary steps to ensure that the Board maintains in effect current eligibility lists so that promotional vacancies are filled not later than 30 days after the occurrence of the vacancy.

## **ARTICLE XXII**

### **DISCIPLINE**

**Section 22.1.** Where appropriate, discipline in the Fire Department shall be progressive and corrective designed to improve behavior, not merely to punish.

**Section 22.2.** The employee may file a written reply to any oral reprimand. If the Employer has a reason to reprimand an employee, it should be done in a manner that will not embarrass the employee before other employees or the public.

**Section 22.3.** The Employer agrees that employees shall be disciplined only for just cause. A copy of all written reprimands, suspension and discharge notices shall be provided to the Union.

**Section 22.4.** Disciplinary grievances involving oral or written reprimands may be processed through the grievance procedure through and including Step 3 but shall not be subject to arbitration. However, if the Village seeks to use a prior written reprimand for the imposition of more severe discipline, and the written reprimand was originally grieved through and including Step 3, the merits of the prior written reprimand may be raised by the employee in arbitration. Except as otherwise agreed to herein, disciplinary action or termination may be appealed to and be subject to the jurisdiction of the Board of Fire and Police Commissioners according to applicable State law or the grievance procedure set forth in Article XIII of this Agreement. The parties agree that

the grievance procedure set forth in Article XIII and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police Commissioners. Furthermore, the parties agree that the pursuit of a grievance under this Agreement shall act as a specific waiver by the Union and the involved employee of the right to challenge the same matter before the Board of Fire and Police Commissioners and a form containing such specific waiver shall be executed by the Union and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement. An employee initially seeking review by the Board of Fire and Police Commissioners who subsequently elects to file a grievance within the appropriate time limits may only do so prior to any hearing before the Board. An employee so filing a grievance shall immediately withdraw his/her request and waive any and all rights to additional hearing(s) before the Board.

**Section 22.5.** Disciplinary actions recorded in the employee's personnel file shall not be used after 3 years for a suspension except those showing a pattern or practice of the same misconduct. Specifically, suspensions will be removed from the employee's file after 3 years unless there has been the same disciplinary infraction during the three year period: in that case, the original discipline is not removed until the expiration of the subsequent 3 year period, unless the same disciplinary infraction occurred during the subsequent 3 year period. It will be the employee's responsibility to have the following remove from his/her personnel file:

Oral reprimands – after a period of one (1) year; except those showing a pattern or practice of the same misconduct occurring during that 1 year period;

Written reprimands – after a period of two (2) years, except those showing a pattern or practice of the same misconduct occurring during that 2 year period

**Section 22.6.** Employees shall be entitled to have a Union representative at all meetings with the Employer where the employee reasonably believes that discipline may be imposed. Nothing contained herein shall be deemed a waiver of an employee's rights under the Firemen's Disciplinary Act, 50 ILCS 745 *et. seq.* which is incorporated herein by reference.

**Section 22.7.** Prior to taking any final disciplinary action which would result in either a suspension or a discharge, the Employer shall notify the employee of the contemplated measure of discipline to be imposed and shall permit the employee to respond to the charges either orally or in writing. The employee shall be entitled to Union representation at any meetings held pursuant to the subsection and shall be given the opportunity to rebut the charges.

## **ARTICLE XXIII**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by state or federal law, or be held invalid and unenforceable by operation of law or by any state or federal board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted or authorized by state or federal law, provided that in such event all other provisions of this Agreement shall continue in effect. The Village and the Union agree to immediately begin negotiations on a substitute for a provision found invalid or unenforceable; any impasse in such negotiations shall be

resolved according to the impasse resolution procedures contained in the Illinois Public Labor Relations Act.

## **ARTICLE XXIV**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement. All prior practices, policies and agreements, whether written or oral that are contrary to the express terms of this Agreement are superceded and canceled by such terms herein. The parties' agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the IPLRA as to:

(A) the impact of the exercise of the Village's management rights as set forth on any terms and conditions of employment; or

(B) as to any decisions to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

## **ARTICLE XXV**

### **DURATION**

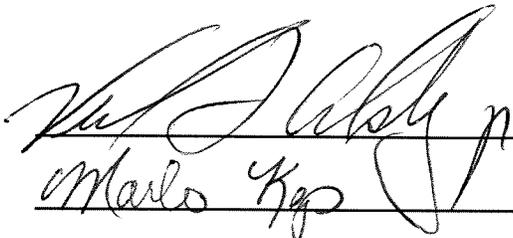
This Agreement shall be effective as of May 1, 2012 and remain in full force and effect until April 30, 2015. Thereafter, this Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred twenty (120) days nor less than ninety (90) days prior to the May

anniversary date that they desire to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days after notification is received by the other party. Said notice shall contain the title and number of the Article and/or Sections which the party giving notice wished to add, alter or amend, although such notice may later be amended prior to the parties' first negotiating session; all other Articles shall be deemed agreeable to the party giving notice.

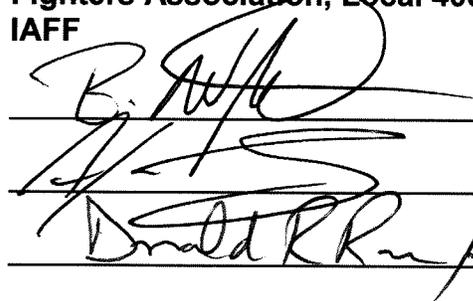
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than fifteen (15) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 6 day of March, 2015.

**Village of Hazel Crest, Illinois**

  
\_\_\_\_\_  
Marlo Kay  
\_\_\_\_\_  
\_\_\_\_\_

**Hazel Crest Professional Fire  
Fighters Association, Local 4087,  
IAFF**

  
\_\_\_\_\_  
Donald R. Ruff  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

	2012-2013	2013-2014	2014-2015
	2%	2.5%	2.75%
<b>FIREFIGHTER/PARAMEDIC WAGES</b>			
<b>Start (0-12 Mos.)</b>	\$49,427.73	\$50,663.42	\$52,056.67
<b>After 1 year of service</b>	\$52,755.89	\$54,074.79	\$55,561.84
<b>After 2 years of service</b>	\$56,082.81	\$57,484.88	\$59,065.72
<b>After 3 years of service</b>	\$59,409.76	\$60,895.00	\$62,569.61
<b>After 4 years of service</b>	\$62,736.69	\$64,305.11	\$66,073.50
<b>After 5 years of service</b>	\$66,063.63	\$67,715.22	\$69,577.38
<b>After 6 years of service</b>	\$69,390.55	\$71,125.31	\$73,081.26

	2012-2013	2013-2014	2014-2015
	2%	2.5%	2.75%
<b>LIEUTENANT/PARAMEDIC WAGES</b>			
<b>Start (0-12 Mos.)</b>	\$77,093.36	\$79,020.70	\$81,193.77
<b>After 1 year of service</b>	\$78,439.09	\$80,400.07	\$82,611.07
<b>After 2 years of service</b>	\$83,323.87	\$85,406.97	\$87,755.66
<b>After 3 years of service</b>	\$85,064.18	\$87,190.78	\$89,588.53

**LONGEVITY PAY** The specified amounts shall be added to the employees' wages as follows:

After 5 years	\$ 500.00
After 10 years	\$1,000.00
After 15 years	\$1,500.00
After 20 years	\$2,000.00
After 25 years	\$2,500.00
After 30 years	\$3,000.00

## APPENDIX B

The following items will be issued to Bargaining Unit Employees upon hiring. These uniforms will be maintained on the quartermaster system. All items will be replaced on an as-needed basis with prior approval of the Fire Chief or Assistant Fire Chief.

- 3 Work Uniform Short Sleeve Shirts
- 3 Work Uniform Long Sleeve Shirts
- 3 Work Uniform Slacks
- 1 Black belt, one-and-one-half (1 1/2) inch
- 1 Black Shoes/Boots
- 1 Name Plate
- 1 Badge
- 1 Spring Jacket
- 1 Winter Coat
- 1 Helmet
- 1 Bunker Coat
- 1 Bunker Pants and Leather Boots
- 1 Bunker Pants Suspenders
- 1 Pair Of Fire Gloves and Extrication Gloves
- 1 Hood
- 1 Pair of Safety Glasses

Any hats or caps must be approved by the Chief prior to being worn as part of the uniform.

If approved by the Village and under the direction of the Fire Chief the following items may be purchased for the dress uniform:

### Officer Dress Uniform

- Dress Blouse
- Shirt: White Long Sleeve Military (polyester with sewn-in creases)
- White T-Shirt
- Navy Blue Uniform Dress Slacks
- Black Shoes
- Navy or Black Socks
- Collar Pins
- Navy Blue Tie With Clip
- Black Belt, one-and-one-half (1 1/2) inch
- Class A Hat

## Fire Fighter Dress Uniform

Dress Blouse

Shirt: Navy Blue Long Sleeve Military (polyester with sewn-in creases)

Navy Blue T-Shirt

Navy Blue Uniform Dress Slacks

Black Shoes

Navy or Black Socks

Collar Pins

Navy Blue Tie With Clip

Black Belt one-and-one-half (1 1/2) inch

Class A Hat

**APPENDIX C**

(TO BE INSERTED)

## **Chapter VIII. Retirement, Resignation and Reappointment**

187

### **Section A. Retirement**

- 1.0 Retirement date for purposes of the Illinois Municipal Retirement Fund (IMRF) is determined by:
- Age: Member must be at least 55 years old.  
Service: Member must have at least 8 years of service.
- 2.0 Retirement benefits are provided by the Police Pension Fund, Fire Pension Fund, or IMRF depending upon the employee's position with the Village.

### **Section B. Retiree Health Insurance**

- 1.0 The Village will provide health insurance benefits or the monetary equivalency of the Village's group health insurance premium to retiring employees based upon the following conditions.
- 1.1 Employee must be vested in the pension plan in which he\she is enrolled, and have reached the minimum age under said plan to receive the pension at the time he\she leaves Village employment.
- 1.2 Employee must retire with a minimum of twenty (20) years of service with the Village.
- 1.3 An eligible employee subject to receive health insurance benefits through Medicare shall not be eligible for this benefit. The retiree, upon being eligible for Medicare, shall be eligible for reimbursement on the premium for supplemental health insurance coverage (Medicare Supplement) in an amount not to exceed the premium costs for health insurance as are paid for a full-time employee receiving single coverage.
- 1.4 If coverage is not available where the retiree lives, the retiree shall be eligible for reimbursement on the premium for supplemental health insurance coverage in an amount equivalent to premium costs as are paid for full-time employees.
- 2.0 Health insurance coverage for retirees will be provided under the Village of Hazel Crest group health insurance program, with payment and enrollment in accordance with the following:
- 2.1 Individual (Single) Plan:  
The Village will pay the same proportion of a (single-coverage) premium (for the retiring employee) as is paid for a full-time employee.
- 2.2 Dependent (Family) Plan:  
Upon retirement, the Village will pay 25% towards continued participation in the Family Plan only if the retiring employee is currently enrolled in such plan. The Village will not pay a percentage towards a Family Plan of a retiree who was not enrolled in such plan on the day of retirement. Dependants can be dropped but cannot then be added.
- 2.3 Surviving Spouse Plan:  
In the event a retired employee covered under subsection 2.2 of this Section, passes away, the Village will continue to pay 25% of the individual (single)

plan for the surviving spouse of the former employee. The same criteria will also apply for Medicare eligible spouses and any relevant supplemental insurer.

- 3.0 In the event that the group health insurance carrier will not provide an eligible retiree coverage, the Village will reimburse the retiree the dollar equivalent for coverage under the existing plan based on the proportion of the premium paid for full-time employees. Said reimbursement shall be made upon proof of purchase by retiree to a private health insurance plan.
- 4.0 Employees retiring with less than twenty (20) years of Village service, may remain a member of the Village of Hazel Crest's group health insurance subject to the federal COBRA law.
- 5.0 Federal COBRA law will apply to employees who do not meet eligibility under paragraph 1.0, *et seq.* of this Section and employees on temporary disability. Under COBRA, an employee may remain within the group health insurance program for up to 18 months or 36 months dependent upon criteria outlined under COBRA.
- 6.0 An agreement will be executed upon retirement delineating the terms of coverage for retirees who meet the criteria set forth in paragraph 1.0, *et seq.* of this Section. Once a retiree is terminated from retiree coverage, the retiree cannot rejoin the plan later under any circumstances.

#### **Section C. Resignation**

- 1.0 To resign in good standing, an employee must submit the resignation in writing, to his/her Department Head, a minimum of two (2) weeks prior to the effective date. This two (2) week requirement may be waived by the Department Head with the approval of the Village Manager under special circumstances.

#### **Section D. Reduction in Work Force**

- 1.0 If layoffs become necessary, employees will be laid off on the basis of their length of service within a job classification, beginning with the employee with the least amount of service.
- 2.0 Employees will be recalled from layoff on the basis of their length of service within a job classification.
- 3.0 A letter will be sent by registered mail to the last known address on Village records.
- 4.0 Order of recall will be based on those with the most seniority and extend downward to those with the least amount of seniority.
- 5.0 A recalled employee who does not report for work within seven (7) days after notice of recall is received (or arranges to return within fourteen {14} days) will be considered to have resigned.
- 6.0 If the Village determines to permanently eliminate a position or otherwise reduce the personnel force of the Village, Chapter V, Section H, "Termination Allowance," of this Manual shall apply.



**APPENDIX D  
LOCAL GOVERNMENT  
(50 ILCS 742/) Fire Department Promotion Act.**

(50 ILCS 742/1)

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

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

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

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

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

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with

Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

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

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

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

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

(50 ILCS 742/10)

Sec. 10. Applicability.

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

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

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

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

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

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

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

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining. (Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

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

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

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

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

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

(50 ILCS 742/20)

Sec. 20. Promotion lists.

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

distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

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

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

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

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued

in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

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

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

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

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

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

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

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

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

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an

exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.  
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

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

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

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

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

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

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

(50 ILCS 742/40)

Sec. 40. Seniority points.

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

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

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

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

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

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

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

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled

to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

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

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

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

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

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

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

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

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

- (1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and
- (2) submit to the Office of the State Fire Marshal an

amended list of persons who remain certified, are newly certified, or who are no longer certified.

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

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

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

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/55)

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

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

(50 ILCS 742/60)

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

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

(50 ILCS 742/65)

Sec. 65. Violations.

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

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

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

(50 ILCS 742/900)

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

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

(50 ILCS 742/999)

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

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