

Memorandum of Understanding:

This agreement between the Village of Lombard hereinafter referred to as the "Village" and the Lombard Fire Fighters Union, IAFF Local #3009, of the International Association of Firefighters, AFL-CIO, CLC hereinafter referred to as the "Union" pertaining to the rank of Lieutenant. The Village recognizes the Union as the sole and exclusive collective bargaining agent for all full-time sworn Lieutenants. With the exception of subjects specifically addressed in this Memorandum of Understanding, the remaining terms and conditions of the existing collective bargaining agreement between (CBA) the Village and the Union shall prevail, and are incorporated herein. This memorandum shall become effective upon execution, and shall remain in effect during the term of the existing CBA.

Section 8.2 - Normal Work Day and Work Week

The normal work day and work week for employees shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). A Kelly Day (*i.e.*, what would otherwise be a 24-hour duty day) shall be scheduled off every eighteen (18) duty days, and one additional Kelly day, which such day shall be scheduled off in the same manner and at the same time as vacation days are scheduled under Section 23.4, thereby reducing the normal work week to an average of 52.42 hours. Shifts shall commence at 0800 hours and end at 0800 hours the following day. A newly hired Firefighter will earn .92 hours of a Floating Kelly day for each pay period, or portion thereof, while assigned to a 24 hour shift, during such Firefighter's first calendar year of employment only. (*E.g.*, if a newly hired Firefighter is assigned to shift work on July 1, 2009, then he would earn approximately ½ of a floating Kelly day over the remainder of the calendar year.) Such floating Kelly time for new hires may be carried past December 31 of the year hired into the next calendar year.

Kelly Days may be traded between firefighters, provided such trades are between members of the same shift. Kelly Day trades shall not result in the payment of overtime. Kelly Day trades are subject to approval by the Fire Chief or his designee, which approval will not be unreasonably denied. Multiple Kelly Day trades are allowed, however, the Village will consider such Kelly Day trade requests on a case by case basis.

Fire Lieutenants will receive 189.12 hours of Kelly Day time at the beginning of the calendar year. Kelly day time off needs to be scheduled the same as vacation time off. Fire Lieutenants can carry forward up to 23.99 hours of Kelly day time per calendar year. Kelly Day usage may be used in 4-hour increments.

8.3 - Job Opening (Contract language applies after current Lieutenant vacancies are filled)

(a) In the event of a job opening due to promotion, transfer, demotion, retirement or demise of an employee, where the opening is to be filled by a lateral transfer, such transfers shall be made in accordance with the following provisions:

(1) The employer has the right to fill all job openings on a temporary basis not to exceed ninety (90) days pending completion of these provisions.

(2) All positions to be filled by lateral transfers shall, be announced by a bulletin which shall be posted in convenient locations accessible to all employees for a period of at least ten (10) days. Such positions shall be considered open for written bids for this ten (10) day period.

(3) In the event more than one (1) employee submits a written bid to the Village for the position, the position shall be given to the employee with the greatest seniority (length of continuous service with the Fire Department) where the skill, ability, and required experience level are determined by the Village to be relatively equal among the employees, provided the assignment does not adversely effect the effectiveness or efficiency of the Department, or its ability to work as a unit.

(4) In the event a bid is not received for a posted position from an employee deemed by the Village to be qualified for the position, the Village shall make such assignment.

(b) Except in an emergency when personnel are transferred from one shift to another (a to b, a to c, b to c, or vice versa), they will receive a minimum of forty-eight (48) hours off from the time they leave one shift until they report for duty on the other shift. Such forty-eight (48) hour time off may include a vacation or a personal day.

(c) Station assignments shall be made on the basis of seniority, where skill, ability, and required experience level are determined by the Village to be relatively equal among the employees, provided the assignment does not adversely effect the effectiveness or efficiency of the Department or its ability to work as a unit. Individuals may be transferred regardless of seniority when the needs of the Department so warrant.

Section 8.5 - Call Back

(a) The Village may issue a call back to augment the shift strength, or for any emergency or emergencies. An employee who is called back to duty after having left work or who is held over shall receive a minimum of one (1) hour's pay at his overtime rate and by the quarter (1/4) hour thereafter.

(b) An employee who reports to duty for an overtime assignment which is subsequently canceled upon his arrival for duty shall receive a minimum of two (2) hours pay at his overtime rate or pay for the actual time worked, whichever is greater.

Section 8.6 – Hold Over

(a) In order to meet the needs of the department, the Village may hold over a firefighter or firefighters from one shift to all or a portion of the following shift.

(b) The supervisor at the fire station, absent an emergency where the “hold over” is required, may ask for volunteer(s) first from that station. If no such qualified individual volunteers, the least senior employee meeting the requirements for the “hold over” at the affected fire station shall be assigned to fill the “hold over” assignment.

(c) When an employee is required to work a hold over in excess of one (1) hour (and does so), the employee shall receive a “mandatory” credit on the Firefighter Overtime list. An employee who volunteers to work a hold over, or volunteers to substitute for another employee shall not receive a “mandatory” credit on the Firefighter Overtime list.

(d) An employee who is held over under this Section shall receive a minimum of one (1) hour’s pay at his overtime rate and by the quarter (1/4) hour thereafter.

(e) The Overtime Call Out Procedure (Appendix D) shall be invoked by the supervisor at the fire station at the time that the supervisor reasonably anticipates that the holdover assignment is likely to exceed six (6) hours. The employee held over under paragraph (b) of this Section shall remain until the employee who volunteers or is mandated from the Overtime Call Out Procedure reports for duty.

(f.) The above language only applies to employees below the rank of Lieutenant. The following language only applies to Lieutenants.

A Fire Lieutenant who is held over under this Section shall receive a minimum of a quarter hours pay at his overtime rate and by the quarter (1/4) hour thereafter.

Article IX – Grievance Procedure

Section 9.2 – Procedure

Step 1

An employee and/or the Union Steward shall take-up a grievance in writing or orally with the employee's shift Battalion Chief within Ten (10) calendar days of when the employee or the Union Steward knew or should have reasonably known of the occurrence. The shift Battalion Chief will use his best effort to resolve said grievance within seven (7) calendar days. Any grievance not filed within the time limits set forth in this Step shall not be considered further unless both the Village and Union agree to extend the time period.

Step 2

If the grievance is not settled in Step One and the Union, or the employee wishes to appeal the grievance to Step Two of the grievance procedure, it shall be referred in writing to the Fire Chief or his designee within seven (7) calendar days after the Battalion Chief's answer or within seven (7) calendar days of when the answer was due in Step One. The Fire Chief or his designee shall meet and discuss the grievance within seven (7) calendar days of receipt of the Step Two grievance with the employee and authorized Union representative at a time mutually agreeable to the parties. The Fire Chief or his designee shall give the Village's written answer to the employee and the Union within seven (7) calendar days following their meeting.

Step 3

If the grievance is not settled in Step Two and the Union or the employee wishes to appeal the grievance to Step Three of the grievance procedure, it shall be referred in writing to the Village Manager or his designee within seven (7) calendar days after the Fire Chief's answer or within seven (7) calendar days of when the answer was due in Step Two. The Village Manager and/or his designee shall meet and discuss the grievance within seven (7) calendar days with the employee and the authorized Union representative and such other persons as the Village Manager deems advisable at a time mutually agreeable to the parties. If no settlement is reached the Village Manager or his designee shall give the Village's written decision to the employee and the Union within fourteen (14) calendar days following their meeting.

Step 4

(a) If the Union is not satisfied with the decision of the Village Manager, the Union may appeal the grievance to arbitration by notifying the Village Manager in writing within fourteen (14) calendar days after receipt of the Village's response in Step Three or within fourteen (14) calendar days of when the answer was due in Step Three. Within fourteen (14) calendar days of receipt of such request the Union and the Village Manager or the Manager's designee shall select an arbitrator from the permanent panel attached hereto and incorporated herein as Appendix F. Both the Village and the Union shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first, and third. The person remaining shall be the arbitrator and shall be promptly notified by the parties of his/her selection and requested to provide a list of dates for the commencement of the arbitration hearing, which shall be subject to mutual agreement.

Note: With respect to the permanent arbitration panel attached as Appendix F, said panel shall become null and void as of May 31, 2015, and shall not be renewed in whole or in part unless mutually agreed upon by the Village and the Union. No new panel shall be permanent unless mutually agreed upon between the parties.

(b) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement as written. The arbitrator shall only consider and decide the specific issue or issues of contract interpretation or application appealed to arbitration as originally submitted in writing to the Village. The parties agree, however, that where pertinent

additional information becomes known and is relevant to the originally submitted grievance, the grievance can be amended to include the additional information. The arbitrator shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall have authority to arbitrate any questions involving merit increases except for those cases that allege an arbitrary, capricious or discriminatory review. In no event, however, shall the arbitrator have the authority to alter or amend the merit system in effect at the time of the grievance. The arbitrator shall submit in writing his decision to the Village and the Union within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision of the arbitrator shall be final and binding on the employee or employees involved, the Union or the Village. No decision or remedy proposed by the arbitrator shall be retroactive beyond the beginning of time period in Step 1 of this grievance procedure.

Section 11.7 - Personnel File

Any notation of an oral reprimand shall be removed from the employee's personnel file if, from the date of the last oral reprimand, eighteen (18) months have passed without the employee receiving additional discipline for a related offense. Any written reprimand shall be removed from an employee's personnel file if, from the date of the last written reprimand, twenty-four (24) months have passed without the employee receiving additional discipline for a related offense. Any sustained suspension(s) recorded in the employee's personnel file shall be removed from said file upon written request of the employee after sixty (60) months from the date of suspension.

The above language only applies to employees below the rank of Lieutenant. The following language only applies to Lieutenants:

Any notation of an oral reprimand shall be removed from the personnel file if, from the date of the last oral reprimand, thirty-six (36) months have passed without the employee receiving additional discipline for a related offense. Any written reprimand shall be removed from an employee's personnel file if, from the date of the last written reprimand, thirty-six (36) months have passed without the employee receiving additional discipline for a related offense. Any sustained suspension(s) recorded in the employee's personnel file shall be not be removed from said file.

12.1 Definition

Insert the following:

Seniority shall, for the purpose of this Agreement be defined as a Fire Lieutenant's length of continuous regular full-time employment calculated from the employees promotion date. Employees promoted on the same date shall be placed on seniority list in order of their ranking on the promotional eligibility list.

Section 12.2 - Probationary Period for Newly Hired Firefighters and Newly Promoted Fire Lieutenants

The probationary period for newly hired firefighters shall be twelve (12) months in duration from the date of hire. Unauthorized absence from duty for any reason 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. The probationary period may be extended by the Village for a firefighter who is required, as a condition of employment, to be a certified paramedic, during which time the sole reason that a firefighter may be discharged without recourse to the grievance procedure or the Board of Fire and Police Commissioners is for failing to meet the requirements for paramedic certification.

The probationary period for Fire Lieutenants shall be nine (9) months in duration from the date of promotion. During this probationary period, Fire Lieutenants may be returned to their former position of firefighter/paramedic for just cause by the Village. For initial appointment an evaluation will be completed after one (1) month, three (3) months, six (6) months, in addition to the formal evaluation completed prior to nine (9) months.

Article XIV - Vacancies and Promotions

Section 14.15 - Promotion To The Rank Of Battalion Chief

Promotions to the rank of Battalion Chief shall be in accordance with the provisions of this agreement and, if not otherwise covered by this agreement, the applicable provisions of the Fire Department Promotion Act, 50 ILCS 742 (hereinafter the "Promotion Act"). All remaining aspects of the Battalion Chief's promotional process shall be in accordance with the applicable Rules and Regulations of the Village Board of Fire and Police Commissioners (hereinafter the "BOFPC"), as the same may be changed from time to time, provided that such rules shall not contravene the provisions of this Article or the applicable provisions of the Promotion Act.

Vacancies

This agreement applies to promotions to vacancies in the rank of Battalion Chief. A vacancy in the rank of Battalion Chief shall be deemed to occur on the date upon which the position is vacated, provided that the position continues to be funded and authorized by the Village. If the Village should add a new Battalion Chief position to the budget the position shall be treated open based upon the date funded in the adopted budget. If a vacated Battalion Chief position is not filled due to the lack of funding or authorization, and is subsequently reinstated the final promotion list shall be continued in effect until all Battalion Chief positions that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of up to five (5) years beginning from the date on which such position was vacated.

Eligibility Requirements

Lieutenants shall be eligible to participate in the process for promotion to Battalion Chief if they have served a minimum of five (5) years in the rank of Lieutenant as of the date of close of applications, *i.e.*, the last date to submit an application. The following eligibility requirements shall apply:

1. All applicants must be an Illinois licensed Emergency Medical Technician – Paramedic; and
2. Have either:
 - a. An Associated Degree in Fire Science and a Fire Officer I Certification from the Office of the State Fire Marshall, or
 - b. An Associates Degree in any major and a Provisional Fire Officer II Certification from the Office of the State Fire Marshall, or
 - c. A Bachelors Degree in any major.

Application To Be Tested

The posting of the testing process by the BOFPC shall include a date and time by which the applicant who wishes to be tested shall have submitted an application in person to the Fire Chief or his designee, or by certified mail addressed to the Fire Chief. (Any application submitted by certified mail must be received by the date specified in the BOFPC posting.) This posting shall be made no less than sixty (60) calendar days prior to the deadline for submitting the application, and shall include a copy of the application form. The form provided by the fire department shall be officially received, signed and date-stamped. A copy will be made available to the applicant.

No applications shall be received after the closing date and time specified in the BOFPC posting. Failure to submit such form by the closing shall preclude any consideration to the testing process.

Components Of The Promotional Process And The Weighting Of Components

The placement of eligible candidates on a promotion list shall be based on the points achieved by the candidate on each of the following components weighted as specified.

Order of Administration	Component	Weighting Percentage
1	In Grade Seniority	10%
2	Department Merit & Efficiency	15%
3	Assessment Center	75%

Candidate Withdrawal

If a candidate wishes to withdraw from the promotional process he may do so prior to the final posting, the candidate shall so advise the Fire Chief in writing. After receipt of the request the candidate name will be removed from any posting in regard to the promotion.

Promotion Process

Seniority

Seniority shall be calculated based upon whole months of completed service as of the close of applications for the promotion testing, as established by the BOFPC. Seniority shall be calculated as follows:

Candidates shall be granted 0.8333 point for each completed month of full-time service in the rank of Lieutenant.

The total point value shall not exceed 100 points, based upon ten (10) or more years of service in rank.

Department Merit & Efficiency Rating

The points to be awarded shall be based on job related criteria. Such Criteria shall be disclosed to all candidates and the Union at least 60 days prior to the awarding of the points. A maximum of 100 points can be awarded. The total weighted score awarded to all candidates shall be sent via email and sent via certified mail to each candidate.

If an employee files a grievance over the Merit & Efficiency Rating and it is appealed to arbitration, the arbitrator shall apply the arbitrary and capricious standard to determine whether or not the contract has been violated. Any such grievance must be filed at Step 3 of the grievance procedure within fourteen (14) calendar days of the date the Merit and Efficiency Rating are sent via certified mail to the employee's home address.

Assessment Center

The BOFPC will select an independent vendor, who will use a panel or panels of fire command officers from other public sector jurisdictions to conduct an Assessment Center. The Assessment Center may include the use of multiple assessment techniques. Each candidate may be awarded up to 100 points by the Assessment Panel.

The Village will not retain an outside vendor to conduct the Assessment Center unless such vendor agrees not to offer a pre-assessment center review session to eligible employees in advance of the assessment center component which they have been retained to conduct.

Scoring Components And Posting Of Preliminary Promotion List

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, carried out two (2) decimal places, and the scores of all components shall be added to produce a total possible score of 100 points. After each component is completed, the score for that component shall be mailed to the applicant's home address. Candidates shall then be ranked on the list in rank order based on the highest to the lowest total weighted points scored on all components of the test. This shall be the preliminary promotion list.

Military Preference Points

Once the preliminary promotion list is posted, if a candidate wishes to receive points for being a military veteran such employee must affirmatively so request in writing to the BOFPC or their designee within fifteen (15) calendar days of the posting of such list. The determination of whether an employee is eligible for military preference points shall be based on the provisions of the Illinois Municipal Code, 65 ILCS Sections 5/10-2.1-10. Candidates who are otherwise qualified and timely request credit for at least one year of active military service, shall be granted military preference points of 0.1389 of one point for each month of such military service not exceeding thirty-six (36) months [maximum military preference points is five (5)]. Any person who has received a promotion from a promotion list on which his or her position was adjusted for military preference, under this Article, the Promotion Act or any other law, shall not be eligible for any subsequent military preference points.

Final Promotion List

After all components of the promotional process have been completed and any military preference points added, the score for all components for each candidate who completed all components shall be tallied, and a final promotion list shall be prepared by the BOFPC. The final promotion list shall be posted on the bulletin board at each fire station and at the Village Hall, listing in rank order from highest to lowest the scores of all candidates, except for candidate(s) who withdrew from the process. Once posted this date becomes the start date for the life of the list. In the event two or more candidates receive the identical score on the final list, priority shall be given to the person with the greatest seniority, among those with the same score. It is further agreed, however, that any candidate who fails to achieve a total weighted score of 60% or greater shall be excluded from the final promotion list and ineligible for promotion.

Order Of Selection

When there is a vacant or newly created position in the rank of Battalion Chief that the Village has funded and authorized to be filled, the BOFPC shall appoint to that position the person with the highest ranking on the final Battalion Chief Promotional List, except that the BOFPC, upon recommendation of the Fire Chief, shall have the right to pass over that person and appoint the next highest ranked person on the list if the BOFPC 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 BOFPC shall document their reasons for their decision to select the next highest ranking person on the list. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the provisions of the grievance and arbitration procedure set forth in Article 9 of this Agreement; provided, however, any such grievance must be filed at Step 4 within seven (7) calendar days of the date the employee is notified, in writing, of the BOFPC's reason for passing him over. If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such

grievance, the BOFPC may exercise their authority, pursuant to ILCS 5/10-2.1-16, to make a temporary appointment. If no such appointment is made the procedures set forth in (Acting Out of Classification) of this Agreement shall be utilized. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person shall be passed over more than once. Any candidate may refuse a promotion once without losing his position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional testing processes. Candidate refusal must be in writing.

Duration Of Final Promotion List

A final promotion list developed pursuant to this Article shall be effective for a period of three (3) years from the date of its posting. Integrated lists shall not be utilized.

Monitoring Of The Testing Process

The Union and the Village may elect to have up to two (2) monitors each at the Assessment Center. The monitors cannot be participants in the testing process. The monitors are observing only and cannot be disruptive to the process. The failure to be on time or to attend will not impede the testing process. Names of the monitors for the Union have to be provided by the Union to the Fire Chief five (5) calendar days before the test component.

Right Of Review

Any individual participant in the promotional process 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 application of military preference points shall be entitled to a review of the matter by the BOFPC or as otherwise provided by law. Such a review request must be made within seven (7) calendar days of the final posting.

14.16 Lack of Qualified Candidates

In the event that no qualified candidates successfully complete the promotional process under this Article, The Village will conduct a new process for promotion to Battalion Chief which will be offered to all candidates that meet the minimum requirements at the time that the new test is administered.

Section 18.1 - Acting Out of Classification Pay:

- a.) Acting out of classification pay shall commence only upon formal assignment by the Fire Chief or his designee, when such officers are unavailable to respond to a fire emergency.

When this Agreement becomes effective, any employee covered by this Agreement who works in a higher position classification than his regularly assigned classification for a period of two (2) hours within a regular duty day shall be paid \$2.35 per hour in addition to his regular straight time hourly rate for all hours worked in the higher classification.

- b.) The above language only applies to employees in the bargaining unit before the Lieutenants were added. The following language only applies to Lieutenants: From and after the date this agreement is executed, a Fire Lieutenant working as an acting Battalion Chief for a period of two (2) hours within a regular duty day shall receive \$2.35 per hour in addition to his regular straight time hourly rate for all hours worked in the higher classification.

Section 18.2 – Formal Assignment

- a.) The Fire Chief, or his designee, may, at his discretion, choose to make an acting out of classification assignment to the highest listed firefighter on the most recently posted Battalion Chief Promotional List who is present and working on the shift.
- b.) The above language only applies to employees in the bargaining unit before the Lieutenants were added. The following language only applies to Lieutenants: The Fire Chief, or his designee, may, at his discretion, choose to make an acting out of classification assignment to the highest listed Fire Lieutenant on the most recently posted Battalion Chief Promotional List who is present and working on the shift.

Section 18.3 – Informal Assignment

- a.) In the unforeseen event that the Fire Chief or his designee fails to provide a formal acting out of classification assignment, and is unavailable to make an assignment, the highest ranked available (and willing) firefighter on-duty on the most recently posted Lieutenant Promotional List from the fire station where the absence of a Lieutenant has occurred, shall assume the Acting Lieutenant position. In the event no firefighter on duty at such station is on such Promotion List, the most senior available (and willing) firefighter on duty at the affected station shall assume the Acting Lieutenant position. The firefighter, immediately upon assuming the Acting Lieutenant position shall notify the other Fire Lieutenant or Chief Officer on duty. Such acting Lieutenant shall be eligible for the additional compensation described in Section 18.1 of this Agreement, provided such assignments last for two or more hours within a regular duty day.
- b.) The following language only applies to Lieutenants: In the unforeseen event that the Fire Chief or his designee fails to provide a formal acting out of classification assignment, and is unavailable to make an assignment, the highest ranked available (and willing) Fire Lieutenant on-duty on the most recently posted Battalion Chief Promotional List from the

fire station where the absence of a Battalion Chief has occurred, shall assume the Acting Battalion Chief position. In the event no Fire Lieutenant on duty at such station is on such Promotion List, the most senior available (and willing) Fire Lieutenant on duty at the affected station shall assume the Acting Battalion Chief position. The Fire Lieutenant, immediately upon assuming the Acting Battalion Chief position shall notify the other Fire Lieutenant or Chief Officer on duty.

Section 18.4 - Most Senior Assignment

a) In the event no employee on-duty is on the Lieutenant Promotional List, the Fire Chief or his designee may elect to appoint any one of the five (5) most senior employees present and working on the shift to the Acting Lieutenant position. Absent exigent circumstances, such assignment shall be voluntary.

b) The above language only applies to employees below the rank of Lieutenant. The following language only applies to Lieutenants: In the event no Fire Lieutenant on duty is on the most recently posted Battalion Chief promotional list, the Fire Chief or his designee may elect to appoint any qualified and trained Lieutenant present and working on the shift to the acting Battalion Chief position. Absent exigent circumstances, such assignment shall be voluntary. The Fire Department realizes the importance of maintaining a qualified and trained group of Fire Lieutenants to act as Battalion Chiefs.

Section 21.11 – Retirement Health Savings Plan

The Village will maintain a Retirement Savings Plan for the Fire Lieutenants offered by the ICMA Retirement Corporations (hereinafter referred to as the “RHS Plan”, or another reputable outside plan provider.

Fire Lieutenant eligibility for participation in the RHS Plan, withdrawals qualified expenses, benefits provided and the tax effect of providing those benefits shall all be governed by the terms and conditions set forth in the RHS Plan document, as the same may be changed from time to time by the Village or the Plan Administrator.

It is specifically understood and agreed that the village shall have no obligation to contribute any monies to the RHS Plan on behalf of any or all bargaining unit Fire Lieutenants.

In the event that any portion of the RHS Plan should be held invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation,

such decision or legislation shall only apply to that portion of the RHS Plan rendered invalid or unenforceable, and the remaining portions of the RHS Plan shall remain in full force and effect.

Section 22.1 – Holidays

Insert the following:

Fire Lieutenants will not receive holiday pay for the Spring Holiday. They will receive Floating Holiday pay on the first pay check in November each calendar year.

Section 23.4 – Selection

c.) Lieutenants shall select vacation days on the basis of seniority in rank, sharing selections with Battalion Chiefs. Once vacation periods are established, seniority shall not be used to bump into another employee's vacation period. The parties agree that the selection of vacation shall not be denied so long as no more than one (1) Lieutenant or battalion Chief is scheduled off on vacation/Kelly on any given day. The initial selection of vacation days and Kelly days shall be done in three (3) rounds: Battalion Chiefs shall pick first during each round, followed by the Lieutenants.

- Round 1: Annual Vacation day allotment in twenty-four (24) hours slots only (no carryover days, Half days or Kelly days)
- Round 2: Twenty-four (24) hour Kelly Days and twenty-four (24) hour vacation carryover days
- Round 3: Remaining Kelly hours, switching of Kelly day to vacation or vice versa, and twenty-four (24) hour vacation days to twelve (12) hour vacation days.

Section 23.5 – Payment on Resignation

In the event a employee resigns his employment with The Village and has completed one(1) full year of continuous service, the employee shall be eligible for payment of all accumulated vacation. The Village requires a written notice of resignation at least fourteen (14) calendar days prior to the effective date of resignation. Employees, who fail to give such notice without good reason, shall not receive payment of any accumulated vacation leave.

Section 24.2 - Funeral/Birth Leave

(a) In the event of a death in the immediate family of an employee, the employee shall be granted one (1) duty day off with pay. Such leave shall be taken within fourteen (14) calendar days of death. One (1) additional day of sick leave may be granted at the discretion of the Fire Chief or his designee. In the event of the death of an employee's spouse or child (including step-child), once the foregoing leave is exhausted, the employee shall, upon request, be granted one (1) additional day of vacation time off, for a total of three (3) consecutive duty days off.

The employee's immediate family is defined as spouse, parents, children (including step-child), brother or sister (including in-law, half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparent-in-law and grandchildren.

(b) An employee shall be granted one (1) duty day off with pay upon the birth or adoption of a child of the employee. Such leave shall be taken within fourteen (14) calendar days of the birth or adoption.

Section 25.3 - Sick Accumulation

a.) Sick leave may be accumulated, but may not exceed sixty (60) duty days. Upon the accrual of forty-five (45) sick days, the employee may choose to participate in a sick leave buy-back plan. Under such a plan, the employee may choose to participate in a sick leave accrual plan. Under such a plan, the employee may buy back twenty-five percent (25%) of his annual accrual at full pay. Participation in this plan becomes mandatory once sixty (60) sick days have been accumulated. In order to continue participation in this plan, the forty-five (45) day minimum must be maintained. Payment for any conversion shall be made once each year, normally in December.

b.) The above language only applies to employees in the bargaining unit before the Lieutenants were added. The following language only applies to Lieutenants:

Effective June 1, 1999 (or when a new lieutenant starts) a Fire Lieutenant shall make a one-time irrevocable choice to either participate in the buy-back program or continue to accrue their sick leave until retirement. If the buy-back program is chosen, the following information explains the program:

Upon the earning of forty-five (45) sick days, a Fire Lieutenant may participate in the program. After sixty (60) or more sick days have been accumulated, participation shall become mandatory. A minimum of forty-five (45) sick days shall be required for continued participation in the program.

The conversion rate shall be twenty-five percent (25%) of the annual sick-leave earnings exceeding the forty-five (45) or sixty (60) day ceiling. Therefore,

maximum conversion would allow 1.5 days, which is twenty-five percent (25%) of six (6) sick days.

Sick leave may be converted to vacation or pay.

Said conversion shall occur only once per calendar year in December.

If the Lieutenant has not selected the buyback program within 30 days of being offered the choice, then such Lieutenant who retires after twenty (20) years of continuous service shall receive payment for any sick time in excess of 49 days at the rate of one quarter day per day of sick leave balance.

27.1 Clothing Allowance

(c) The Fire Department shall provide a newly promoted Lieutenant all required uniforms. Following completion of one (1) year of continuous service, a Fire Lieutenant will be provided a clothing allowance of \$700.00 each January 1st. This clothing allowance shall pertain to all required uniform apparel and certain other related items as approved by Fire Chief. Replacement of items torn or worn out may be approved under inspection by the Fire Chief or his designee. All station wear purchased with the clothing allowance may be non-NFPA compliant (standard 1975, 1999 edition)

Section 28.1 – Severance

An employee eligible to receive retirement benefits from the Lombard Fire Pension Fund upon leaving Village employment shall be awarded retirement severance pay from the Village according to the following schedule:

10-14 years of service	4 weeks pay
15-19 years of service	7 weeks pay
20+ years of service	9 weeks pay

Once during the term of this Agreement, the Village may in its discretion decide to offer a voluntary incentive payment to non-probationary bargaining unit employees in lieu of the retirement severance pay outlined in the above schedule. If an employee accepts the voluntary incentive payment, he will not be eligible to receive the retirement severance pay outlined in the above schedule when he leaves Village employment. The Village reserves the right without

bargaining to unilaterally set the terms, conditions, eligibility, timing and benefit levels of such a one-time voluntary incentive payment. Additionally, any newly hired firefighter may be given such an offer upon completion of their probation and obtaining their paramedic certification.

An employee's acceptance or rejection of the voluntary incentive payment shall be entirely optional, and no employee shall be adversely affected by reason of his or her acceptance or rejection shall not be used by the Village as a basis for making any decision relating to the employee's terms and conditions of employment. An employee's acceptance of benefits offered under the voluntary incentive payment does not constitute, and shall not be deemed to constitute, the employee's resignation, termination or separation from employment. The Village shall inform the Union of the Village's intent to offer a voluntary incentive payment prior to presenting it to the bargaining unit.

Section 29.1 – Wages

(e) Effective June 1, 2013, the agreed step system for all Fire Lieutenants shall be as follows:

<u>Step No.</u>	<u>Description</u>	<u>Annual Salary</u>
1	Less than one full year	\$82,216
2	One year one day to two years	\$85,095
3	Two years one day to three years	\$88,157
4	Three years one day to four years	\$91,243
5	Four years one day to five years	\$94,437
6	Five years one day to six years	\$97,742
7	Six years one day and after	\$101,152

(f.) Effective June 1, 2014, the agreed step system for all Fire Lieutenants shall be as follows:

<u>Step No.</u>	<u>Description</u>	<u>Annual Salary</u>
1	Less than one full year	\$83,860
2	One year one day to two years	\$86,796

3	Two years one day to three years	\$89,920
4	Three years one day to four years	\$93,068
5	Four years one day to five years	\$96,326
6	Five years one day to six years	\$99,697
7	Six years one day and after	\$103,175

Annual progression through these steps set forth in (e) and (f) above, shall be subject to an acceptable annual Village performance evaluation as evidenced by a rating of “meets expectations” or above, and shall be granted within the first complete pay period following the employee's anniversary date. Once an employee has reached the seventh step he shall only be eligible for a pay increase as negotiated between the parties.

Appendix B - Tuition Reimbursement

At the end of the current Appendix B, Insert the following language:

The above language only applies to employees in the bargaining unit before the Lieutenants were added. The following language only applies to Lieutenants:

Tuition Reimbursement Program for Lieutenants

1. All regular full-time Lieutenants shall be eligible for participation in the Tuition Reimbursement Program provided that whatever degree or course being sought by the Fire Lieutenant is job-related. Initial approval must be obtained from the Fire Chief or his designee with final approval required by the Village Manager. Criteria for approval will include the employee's performance record, the need for the training and the requirements and needs of the Village.
2. The Village shall reimburse as follows:

Undergraduate Courses:

A = 100% reimbursement

B = 80% reimbursement

C = 50% reimbursement

Graduate Courses:

A = 100% reimbursement

B = 80% reimbursement

Reimbursement will be \$2750 per fiscal year for tuition and books. Reimbursement will be made upon presentation of an itemized school receipt and an official grade report showing completion of the course with a grade of 'C' or better for undergraduate courses and a grade of 'B' or better in graduate courses. All classes must be approved in advance of the class beginning and if it is a Pass/Fail class (undergraduate course only), it must be approved as such.

3. The Village shall require all Fire Lieutenants approved to participate in the program to agree to an obligation of continued employment for one (1) year after the completion of a course. Voluntary termination of employment prior to six (6) months after completion of a course will require repayment of 100% of the full amount paid to the employee. Voluntary termination of employment between six (6) months and one (1) year after completion of a course will require repayment of 50% of the full amount paid to the employee.
4. The Village's cost for approved tuition reimbursement will be met from amounts approval and included within individual department's annual budget for the fiscal year and shall be limited to those programs and courses where other governmental or tax-supported assistance is not available. Examples of such assistance are grants-in-aid, partial scholarships and G.I. tuition benefits.
5. Participation in the Tuition Reimbursement Program shall require the following:
 - a. It is the responsibility of the Fire Lieutenant to go to the supervisor in advance of the budget preparation process to request the funds be included in the budget of the following fiscal year.
 - b. The Fire Lieutenant shall submit a completed application form prior to enrollment in the course to his/her Department Head. (Form can be found in the Village's Human Resources Manual, see Exhibit 6.)
 - c. If approved, the Department Head shall forward the request to the Village Manager for final approval.
 - d. Notice of final approval shall be sent to the Fire Lieutenant and responsible Department Head with a copy to Human Resources.

- e. Upon completion of the course, the Fire Lieutenant will submit a copy of the itemized school receipt, the official grade report and a claim voucher to their Department Head. This is to be signed and forwarded to Human Resources.
 - f. After review and approval by Human Resources, vouchers will be forwarded to the Finance Department and payment will be made.
6. The schedule of courses selected must not interfere with the Fire Lieutenant's normally assigned working hours. Time off with pay will not be allowed for an employee to attend courses in connection with the Tuition Reimbursement Program. No meal or transportation allowance shall be given.
7. Fire Lieutenant participation in a degree program will be allowed to complete all courses necessary for the award of a degree as long as the degree being sought is job related. Employees participating in individual courses for continued improvement in specific skills will have to prove the job-related nature for each individual course.

AGREED July 7, 2014

For the Union

Lincoln G. Moran
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For the Village

Scott McChas
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