

AGREEMENT
BETWEEN
THE VILLAGE OF LIBERTYVILLE
AND
THE LIBERTYVILLE PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL 3892

May 1, 2023 through April 30, 2027

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**AGREEMENT
BETWEEN THE VILLAGE OF LIBERTYVILLE AND
THE LIBERTYVILLE PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL 3892**

PREAMBLE

This Agreement is entered into by and between the Village of Libertyville, hereinafter referred to as the "Village" or the "Employer", and the Libertyville Professional Fire Fighters Association, Local No. 3892, of the International Association of Fire Fighters, AFL-CIO, CLC, hereinafter referred to as the "Union."

It is the basic purpose of this Agreement to establish rates of pay, hours of work, and other terms and conditions of employment applicable to bargaining unit employees and the establishment of an equitable and peaceful procedure for the resolution of differences.

**ARTICLE 1
RECOGNITION**

Pursuant to the certification of the Illinois Labor Relations Board in Case No. S-RC-08-071, the Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time Fire Fighters, Fire Fighters/Paramedics and Lieutenants employed by the Village, but excluding the Fire Chief, Deputy Fire Chief, Fire Marshall, Secretarial staff and part-time Fire Prevention staff, and all other supervisory, managerial and confidential employees as defined by the Act, as amended.

**ARTICLE 2
MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to determine which Village fire department work will be performed by employees covered by this Agreement; to establish the qualifications for employment and to employ employees; 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; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget, and to carry out the mission of the Village; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 3 DUTIES

The members of the bargaining unit shall continue to perform those duties sworn employees have performed in the past for the Village, as well as any duties reasonably related to those duties. Sworn employees shall not be required to perform any duties requiring the services of an electrician, plumber or carpenter. Full time bargaining unit employees shall have priority over non-sworn non-bargaining unit personnel with respect to shift assignments of Driver/Engineer, Officer/Paramedic in charge.

ARTICLE 4 PAYROLL DEDUCTION OF UNION DUES/FAIR SHARE

Section 1. Dues Deduction.

While this Agreement is in effect, and in accordance with Section 6(e) of the Illinois Public Labor Relations Act the Village will deduct, from each employee's paycheck, once each month the uniform, regular monthly Union dues and, if any, initiation fees for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization. See Appendix A. An employee desiring to revoke the dues checkoff may do so by written notice to the Village at any time. The actual dues amount deducted, as determined by the Union, will be uniform in nature for each employee in order to ease the Village's burden of administering this provision. Dues shall be remitted to the Union by the 15th day of the month following the deduction.

If the employee has no earnings due for that period, the Union will be responsible for the collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the Village thirty (30) days notice of any such change in the amount of uniform dues to be deducted.

Section 2. Indemnification.

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all such claims, demands, actions, complaints, suits or other forms liability (monetary or otherwise) that arise out of or by reason of any such action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization or list of nonmembers and fair share amounts furnished under any such provisions.

**ARTICLE 5
SECONDARY EMPLOYMENT**

The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs. Employees shall be required to submit the form attached hereto as Appendix B with the Fire Chief prior to or within seven (7) calendar days after starting secondary employment and annually thereafter as long as secondary employment applies. Secondary employment may be performed to the extent that it does not prevent employees from devoting their primary interest to the accomplishment of their work for the Village or tend to create a conflict between the private interests of the employee and the employee's official responsibility:

An employee may not perform outside work:

1. Which requires the wearing of the Department's uniform;
2. Which is of such nature that it may be reasonably construed by the public to be an official act of the Village, of the Fire Department thereof;
3. Which involves the use of Village facilities, equipment and supplies (unless therewith agreed upon between the Village and the Union);
4. Which requires the use of official information not available to the public;
5. Which would encourage on the part of members of the general public a reasonable belief of a conflict of interest;
6. Which would influence the exercise of impartial judgment on any matter coming before the employee in the course of the employee's official duties;
7. Which would involve work with the Village of Libertyville, in which the employee would be expected to do as a part of his/her regular duties.
8. Which would involve work as a Paid-on-Call ("POC") or Paid-on-Premise ("POP") Firefighter or Firefighter/Paramedic in jurisdictions which serve a population of 5,000 or more persons. Employees can continue to work as POP or POC in jurisdictions in which they reside and serve a population of less than 5,000.

Employees who suffer an occupational injury or disability compensable under the Worker's Compensation Act as a direct result of other employment or outside business interests shall not be eligible for workers' compensation benefits from the Village. Such an injury must be reported to the Chief or an Assistant Chief within forty-eight (48) hours of the injury or before the start of their next scheduled duty Shift, whichever is sooner. An employee's filing for a claim for worker's compensation benefits from the Village for an injury or disability that is the direct result of other employment or an outside business will result in discipline, up to and including discharge.

Except as provided below, an employee who suffers an injury or disability that is the direct result of other employment or an outside business shall not be eligible for sick leave for such injury or disability and shall have the obligation to file a claim for workers' compensation benefits as may be available to him from his other employment or outside business. If an employee receives workers' compensation benefits pursuant to such claim, he shall reimburse the Village for sick leave used while absent due to his compensable injury or disability, provided that such reimbursement shall not exceed the amount of absence-from-work benefits received pursuant to his workers' compensation claim.

Any facilities, equipment and supplies that are agreed upon to be used for secondary employment that are damaged, lost or stolen shall be fixed or replaced at the employees or the secondary employers expense.

ARTICLE 6 SUBCONTRACTING

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, while the Village reserves the right to contract out work it deems necessary, in the exercise of its best judgment, the Village does not intend to reduce the bargaining unit by such action.

The parties agree that Public Act 095-0490 (SB834) (the "Act"), which governs the circumstances relating to the use of substitutes became applicable to the Village June 1, 2008.

The parties further acknowledge that the Act may have an impact on the Village's ability to subcontract bargaining unit work. The parties do not agree as to the scope and impact of the Act as it relates to the Village's desire to subcontract bargaining unit work. In order to have the Agreement move forward without delay, the parties agree that each side agrees to reserve its rights and may continue to assert, without prejudice, its view of how the Act impacts any proposal to subcontract bargaining unit work under Article 6. The subcontracting language contained in Article 6 shall not be construed as a waiver by the Union of its rights under the Act nor shall it be construed in any manner as a "permissive agreement" authorized by the Act between the Union and Village.

In the event the Employer during the term of this agreement should intend to modify its general policy and to utilize persons other than bargaining unit employees to perform work that bargaining unit employees are qualified to perform, it shall provide written notice to the Union of such modified intention. The Union reserves its statutory rights to bargain as to any matters that are mandatory subjects of bargaining affected by any modification of the Villages general policy and upon written request by the Union, the parties shall meet and negotiate for a period of 60 days or longer if they agree to do so.

No non-certificated person shall be assigned to perform work of a Libertyville Firefighter/Paramedic if any bargaining unit employee has been subject to a layoff.

Any impasse as to such dispute as to such mandatory subjects of bargaining shall be resolved in accordance with the procedures of (sec.)14 of the Act.

**ARTICLE 7
NO DISCRIMINATION**

Section 1. Equal Employment Opportunity

The Village and the Union agree not to discriminate in the administration of this Agreement against any employee on the basis of race, color, creed, sex, age, or national origin within the requirements and limitations of Federal and State statutes. The Union shall share equally with the Village, the responsibility for applying this Article of the Agreement. Grievances under this Article may be prosecuted up to but not including arbitration.

Section 2. Use of Masculine Pronoun

All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

Section 3. No Discrimination

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees covered under this collective bargaining agreement without discrimination, interference, restraint or coercion.

**ARTICLE 8
ASSIGNMENTS AND TRANSFERS**

Section 1. Assignments and Transfers

In the event of a job or shift vacancy due to the promotion, demotion, retirement, resignation, discharge or demise of an employee, which the Village decides to fill, such job or shift vacancy shall be made available to bargaining unit employees in accordance with the following provisions:

1. Positions shall be announced by bulletin, email or text message to all employees and shall be posted in a location accessible to all employees for a period of at least ten (10) days. Such positions shall be considered open for written bid for this ten (10) day period on a seniority basis, where the skill, experience and ability are determined by the Fire Chief or his designee to be equal.
2. Positions shall be filled from those employees submitting a bid for the position, on a seniority basis where the skill, experience and ability are determined by the Fire Chief or his designee to be equal.
3. In the event a bid is not received for a posted position from an employee deemed by the Fire Chief or his designee to be qualified for the position, the Village shall assign the least senior employee to the vacancy, provided the least senior employee has the requisite skill, ability and experience as determined by the Fire Chief or his designee to perform the work of the position. In the event the least

senior employee is not qualified, the Village may fill the position regardless of seniority.

4. Voluntary transfers between two employees within the same job classification may be granted by the Fire Chief.
5. Employees shall not be transferred for discriminatory reasons in violation of the No Discrimination Article of this Agreement.
6. The Fire Chief/designee's determinations under this Article shall not be overturned unless such determinations are found to be arbitrary and capricious.

Section 2: Emergency Shift Transfers

The Village reserves the right to initiate emergency temporary shift transfers while adhering with the following guidelines:

When a bona fide operational reason arises for an temporary transfer, the Fire Chief at his discretion may transfer an employee to fill a vacancy or may elect to transfer a shift member to another shift. The Fire Chief or his designee shall provide a written letter to the Union President or his designee as soon as practicable but not later than ten (10) calendar days of the decision, to inform him of such decision to transfer and provide bona fide operational reason(s) justifying the Village's decision, provided that if the decision involves confidential employee issues, the chief shall not be required to divulge said information.

Reasons for emergency shift transfers may include:

1. **Personal Conflicts:** Conflicts between personnel on a shift may necessitate a transfer between shifts. The least senior person shall normally be the firefighter who receives the transfer, unless a firefighter volunteers for the transfer.
2. **Long Term Absences:** This type of transfer may be due to long term illness, injury, or extended leave (not including used vacation, personal or holiday paid time off). The least senior person shall normally be the firefighter who receives the transfer, unless a firefighter volunteers for the transfer.

Emergency shift transfers shall not be implemented unless the emergency leave exceeds a minimum of ten (10) shifts to a maximum of sixty (60) shifts.

If there is a shift change by the Village after the affected employee(s) have chosen their vacation time, the Village shall grant the employee the time off they have previously scheduled. If the shift change is requested by the employee, any previously selected vacation, holiday or personal time will be transferred to any open slots on the new shift. If the slot is full, no previously selected vacation, holiday or personal time off will be granted on that day.

**ARTICLE 9
ACTING OUT**

Section 1. Assigning Employees to Act Out of Classification

(a) The responsibility for supervision within the Fire Department ultimately rests with those officers appointed by the Board of Fire and Police Commissioners to perform such tasks. When it becomes necessary to assign a member of the bargaining unit to act in the capacity of a Lieutenant who is absent, the Shift Commander and/or the Chief shall be responsible for such an assignment, except that no member shall be required to perform this assignment against their will. The Shift Commander and/or the Chief shall make such assignments from on duty personnel from the affected shift, who are listed on the current Lieutenants promotional list, by ranking on the list. If such an assignment is not possible, any other member who is on the current Lieutenants promotional list and is scheduled to work the day in question shall be so assigned, by ranking on the list. If such an acting assignment cannot be made due to the employee's unavailability, the Shift Commander and/or the Chief shall make the assignment from among other employees on the affected shift, beginning with the most senior employee who has at least five (5) years experience on the Department and has informed the Chief in writing that he is interested in serving as an Acting Lieutenant.

(b) The responsibility for supervision within the Fire Department ultimately rests with those officers appointed by the Board of Fire and Police Commissioners to perform such tasks. When it becomes necessary to assign a member of the bargaining unit to act in the capacity of a Shift Commander who is absent, the Shift Commander and/or the Chief shall be responsible for such an assignment. The Shift Commander and/or the Chief shall make such assignments from on duty personnel from the affected shift who are listed on the current Assistant Chief's promotional list, by ranking on the list. If such assignment is not possible, any other member who is on the current Assistant Chief's promotional list and is scheduled to work the day in question shall be so assigned, by ranking on the list. If such assignment is not possible, any other Lieutenant who is scheduled to work the day in question and meets the following criteria shall be so assigned. Lieutenant's who act out of classification in the position of Shift Commander must have at least one (1) year experience as a Lieutenant. The following department policies are referenced, ESD 01-01 Incident Commander Requirements and ADM 07-01 Acting Shift Commander Requirements. Lieutenant's must meet the minimum requirements within the above referenced policies in order to act out of classification.

When the Assistant Chief is scheduled off on a vacation day, holiday day, personal day or sick day but excluding sick leave use in excess of ten (10) days, and provided two Lieutenants are available on the affected shift, a Lieutenant shall be moved up as acting Shift Commander.

Section 2. Acting Out of Classification Pay

Whenever a firefighter is assigned to and performs the duties of a Lieutenant then such employee shall not receive acting out of classification pay.

Whenever a Lieutenant is assigned to and performs the duties of a Shift Commander then such Lieutenant shall be paid one half (1/2) hour of pay at the overtime rate of pay if the

assignment lasts for six (6) to twelve (12) hours; or one (1) hour of pay at the overtime rate of pay if the assignment lasts more than twelve (12) to twenty-four (24) hours.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 1. Regular Hours

This Article is intended to define the regular hours of work per day or per week during the term of this Agreement and shall not be construed as a guarantee of work per week.

Section 2. Normal Work Day and Work Week and Liberty Days

The normal work day and work week for employees shall be twenty-four (24) hours of work (one shift) followed by forty-eight (48) consecutive hours off (two shifts). A Liberty Day (i.e., what would otherwise be a twenty-four (24) hour duty day) shall be scheduled off every fifteenth (15th) duty shift (8.13 Liberty Days in one year), thereby reducing the normal work week to an average of 52.4 hours. Liberty Days may be traded between Bargaining Unit employees, provided such trades are between members of the same shift, are traded in accordance with Article 10, Section 13, and the Liberty Day trade is completed within one year.

Liberty Day slots will initially be selected by seniority for each shift. When a shift change occurs and multiple Liberty Day slots are open, the open Liberty Day slot will be selected by seniority by the member(s) who have been moved to the affected shift. Once a Liberty Day slot is selected, the slot remains with the employee on that shift. Trading Liberty Day slots on your existing shift is prohibited.

Shifts shall commence at 0700 and end at 0700 the following day. The shift change period between 0700 and 0715 hours shall continue in the Station's kitchen/dining area and shall be used, but not exclusively, for the exchange of information between the incoming and outgoing shifts and short table top based training opportunities for incoming shifts.

Section 3. FLSA Work Period

The work period of each employee for the purpose of the Fair Labor Standards Act (FLSA) is an established regular re-occurring period of twenty-two and one half (22.5) consecutive days which shall run from 7:00 p.m. to 7:00 p.m.. A Liberty Day shall be scheduled off every fifteenth (15th) duty day, thereby reducing the normal work week to an average of 52.4 hours. This work period shall be established so that the last day of a preceding work period falls on the first twelve (12) hours of the employee's Liberty Day (7:00 a.m. to 7:00 p.m.) and the first day of the next work period falls on the last twelve (12) hours of the employee's Liberty Day (7:00 p.m. to 7:00 a.m.), thereby ensuring that the maximum regularly scheduled hours worked in the applicable work period is less than the applicable FLSA maximum established for the work cycle. The amounts set forth on the salary schedule represent a fixed annual amount to be received for straight time pay for 2725 hours including regular tours of duty and paid leaves.

Section 4. FLSA Overtime

An employee shall, in addition to regular compensation, be paid one-half (½) times his regular straight time hourly rate for all hours of actual work in excess of 168 hours of actual work in the employee's regular twenty-two and one half (22.5) day work cycle. The Village reserves the right to utilize all or part of the 7k exemption for hours worked and overtime paid in accordance with the most current FLSA rulings and practices.

Section 5. Regular Overtime Hours

For all hours worked beyond their normally scheduled shift hours, employees shall be compensated for such overtime hours at the rate of one and one-half (1½) his straight time hourly rate. Employees overtime will be rounded to the next fifteen (15) minutes and overtime will be paid in fifteen (15) minute increments provided the employee works at least eight (8) minutes of overtime. For callbacks and hirebacks, time worked is defined as the time between when an employee logs in and logs out at the Fire Station. An employee who is called back to duty after having left work shall receive a minimum of one (1) hour pay at the overtime rate of pay.

When an off duty employee is returning to the station for toned out station coverage, and the employee is unable to be in the station after thirty (30) minutes from the time of the tone out request, the employee will not be paid a minimum of one (1) hour pay. Rather, any employee who arrives thirty (30) minutes or later after the tone out will be paid from the time they enter the station in fifteen (15) minute increments. This provision may be waived at the discretion of the Chief in an emergency or unique situation.

Section 6. Changes In Work Schedule

The Village may temporarily assign individual employees to schedules departing from the normal twenty-four (24) hour work day followed by forty-eight (48) hours off to accommodate training, bureau work or class schedules. The Village will give, if practicable, at least two weeks advance notice of such change to all employees affected by such change. For purposes of this section such temporary assignments shall not exceed the duration of the class or training period required. For the purposes of this section such temporary assignments shall follow the duration of Article 10 Section 9: Eight Hour Work Day for bureau work.

Section 7. Assignment of Overtime Work

The Fire Chief or his designee(s) shall have the right to require overtime work and firefighters may not refuse overtime assignments. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. Libertyville Days and Open House which require numerous qualified volunteers shall have a sign-up sheet posted at each station at least two weeks prior to the event. Postings shall state a maximum number of off-duty personnel required for each event and the times. If the number of personnel required to work is not met, the department shall have the right to force back employees according to Article 10; Section 10: Hireback #4. Time off shall not be denied to staff these events. It is the objective of the Village to keep mandatory

overtime scheduling at a minimum consistent with the need of the Village to provide proper fire protection.

Whenever bargaining unit member overtime assignments become available, they shall be first offered as described in Article 10, Section 10 to full time sworn members of the bargaining unit in preference to non-bargaining unit employees.

In the event the overtime assignment is not accepted by a bargaining unit employee, it may be offered to a qualified non-bargaining unit employee.

Section 8. No Pyramiding

Except as modified in this Agreement, compensation shall not be paid more than once for the same hours under any provision(s) of this Article or Agreement.

Section 9. Eight Hour Work Day

Notwithstanding any language in this Article or Agreement, the Chief reserves the right to implement an eight (8) hour work day for a specialized position which is accepted by an employee. In the event that an eight (8) hour work day is implemented, employees will be paid one and one-half (1-1/2) their regular hourly rate for all hours actually worked over forty (40) during a week. If no employee accepts the specialized position, the least senior qualified employee shall be required to accept the position. Involuntary assignments shall not exceed ninety (90) calendar days unless mutually agreed upon between the employee and the Village. The hourly rate for employees assigned to a forty (40) hour week shall be based on 2,080 hours for only those hours performing the duties of the specialized position.

Section 10. Hireback

Hireback occurs when the Department is provided notice that a position will need to be filled. A full-time employee shall be offered a hireback duty consistent with current practice and within budgetary constraints. When an employee is offered a hireback duty, such offers shall be distributed to employees as follows:

1. Firefighters will be first offered positions vacated by a firefighter. In the event that no firefighter is available for a hireback position, then the position may be offered to a Lieutenant providing this will not cause the shift to have more than four (4) Officers working at the same time. Officers must be first offered positions vacated by an officer (Lieutenant or Assistant Chief only when an Assistant Chief position is available), however when a firefighter is scheduled to fill a Lieutenant's position it shall be in accordance with Article 9.
2. Firefighter position hirebacks shall be assigned from a list of bargaining unit members posted each January 1st. Officer (Lieutenant or Assistant Chief only when an Assistant Chief position is available) position hirebacks shall be assigned from a list of Officer's posted each January 1st. The list shall be in order of rank then seniority and shall reset each January 1st thereafter. The list shall be

determined by a running total of overtime hours worked by the bargaining unit members or Assistant Chiefs only when an Assistant Chief's position is available. The firefighter or Officer having the least number of hours shall be placed at the top of the list and the firefighter or Officer with the most hours at the bottom of the list. If overtime hours worked are equal, the highest ranked Officer then senior firefighter or Officer has priority for the hireback. The firefighter or Officer with the least amount of total overtime hours shall be offered overtime first. Overtime for shift vacancies shall be offered in increments of twelve (12) hours. Overtime may be made available in less than twelve (12) hour increments for special events when needed. If multiple hireback opportunities are available, the firefighter or Officer with the least hours shall have their choice of those available. If a firefighter or Officer declines a hireback opportunity the next firefighter or Officer on the list shall be offered the hireback opportunity and so on until the hireback is filled. If a hireback requires the need of a paramedic, engineer or other qualification, then the qualified person with the least number of hours shall be offered the overtime. If a hireback is expected to be four (4) hours or less, the Fire Chief or his designee reserves the right to fill the hireback from among other personnel at his discretion.

3. Employees who are not available for active duty for extended periods of time due to leaves of absence (FMLA, Military, Sick) shall, upon return to active duty, be placed on the hireback list in the position they were at the time they left active duty. New bargaining unit members or members returning from unpaid discretionary leaves when placed on shift, shall be placed on the hire back on the bottom of the list with their total hours equaling one (1) hour more than the member with the most hours.
4. If no hireback can be scheduled after all members have been contacted, a forced hireback via reverse seniority may be employed. Forced hireback's occur when no one is available to fill a shift position or special event position. Forced hirebacks are initiated in two ways; when short notice is given (someone calls in sick) or with advanced notice is given (no one will take a hireback on a holiday or special event). When a forced hireback is needed, the following process shall be adhered to regardless of how much notice is given.

When a forced hireback is required, the forceback will be administered to the rank needed (Firefighter, Lieutenant or Assistant Chief) in reverse seniority with the least amount of forceback hours accumulated who is coming off their assigned duty shift. Those coming off shift after a trade or hireback will not be eligible to be forced back unless there are no Firefighters, Lieutenants or Assistant Chiefs coming off their assigned duty shift on any given morning as a result of trades and/or hirebacks, then all those coming off shift are eligible for a forceback. In this situation, the Firefighter Lieutenant, or Assistant Chief with the least amount of seniority and forceback hours will be forced back (ex: every employee coming off shift in the morning is on a trade).

If an employee is forced back for the first half, twelve (12) hours of a shift (7 am to 7 pm), they shall be given the opportunity to take the full twenty-four (24) hours prior to the second half, twelve (12) hours (7 pm to 7 am), being filled and approved. Once an employee has been assigned to a second half twelve (12) hour hireback, they cannot be bumped out of that hireback by someone who has been forced back for the first half, twelve (12) hours, force back.

When an employee has been forced back, their hours shall be counted as forceback hours. If they decide to take the full twenty four (24) hours, the second half, twelve (12) hours, worked shall be considered as hireback hours.

Forced hirebacks shall be assigned in twelve (12) hour increments. Employees may be assigned the whole twenty four hour forced hireback if they are the only employee coming off their assigned shift.

5. Employees shall be limited to working forty-eight (48) consecutive hours of shift duty, including shift work resulting from their regular duty, trades, hireback, and forceback. However, by mutual agreement of the employee and Fire Chief, or his designee, the employee may be permitted to work up to, and no more than, sixty (60) consecutive hours of shift duty. Employees who choose not to work in excess of forty-eight consecutive hours of shift duty or those who have worked the maximum of sixty (60) consecutive hours of shift duty are exempt from mandatory foreback or voluntary hireback, their name shall be passed, and they must be off duty for at least twelve (12) hours before starting shift work again. In the event of catastrophic circumstance (e.g., a civil emergency, otherwise impossible to meet minimum staffing levels, or disaster that requires 'all hands on deck'), the Fire Chief or his designee may require employees to work in excess of the limitations set forth in this paragraph.

Section 11. Routine Daily Work Assignment Schedule

Routine daily work assignments such as daily vehicle checks, housekeeping duties and inspections shall normally be scheduled between 0700 hours and 1600 hours Monday through Saturday in accordance with the Department's current practice. Public Education does from time to time extend past 16:00 hours. In the event a public education assignment after 16:00 hours is scheduled to go longer than three (3) hours the employee is subject to the night training provision. Firefighters shall be allowed one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon and one hour for lunch at or as near mid-day (10:30 a.m. to 1:30 p.m.) as is feasible (e.g. lunch in the park, block parties) or as emergency calls permit. Firefighters may shop in a fire department vehicle as a company at a grocery store or restaurant per the shift commander's discretion. Firefighters must remain within the appropriate station response area and must remain available for emergency calls. Full turn out gear must accompany the firefighters who are shopping, and if so ordered, the firefighters who are shopping must suspend shopping activities upon the receipt of an emergency call.

Routine work assignments and break and lunch periods are subject to interruption due to emergency calls and other activities. A bona fide effort shall be made to schedule such activities

during 0700 hours and 1600 hours. In the event that any mandatory night training is scheduled for the shift or a single stations duty crew, the work day shall end at 13:00 hours for the particular station or shift that is affected. In the event that any mandatory night training is scheduled for individual training assignments, the work day shall end at 15:00 hours. Lunches and breaks may be interrupted by calls and other activities; however, when the firefighter returns from such activities, he shall be entitled to the remainder of his lunch or break. In the event Firefighters respond to an emergency call which delays or interrupts the lunch period or break and training is scheduled with an outside instructor, Firefighters will report to training upon returning from the emergency call.

On Sundays and recognized holidays (see Article 19), the routine work assignments shall normally be scheduled beginning at 0700 hours and completed at noon except the work day may end sooner if the Firefighter has scheduled assignments in the afternoon or at the discretion of the officer. The Village will not increase the normal workload for Sunday mornings or holidays. It is understood that none of the foregoing shall interfere or limit in any way the availability of the employees to respond to emergency calls during any part of the full twenty-four (24) hour shift.

Section 12. Minimum Staffing

The Village and the Union mutually understand and agree that protecting the health, safety, and welfare of the citizens of the Village is of prime importance. To promote this important concern, a minimum level of qualified and trained employees shall be maintained on duty or otherwise available for emergency response. The Village, acting through the Fire Chief, consistent with considerations of safety and budgetary concerns has determined the appropriate daily shift staffing levels to be a minimum of 9 bargaining unit employees and has maintained such level consistent with the practice that has been in effect and followed since January 1, 2012. The Shift Commander or Acting Shift Commander shall not be considered part of the minimum 9 bargaining unit employees. The Village agrees to continue to work to staff the Fire Department within budget concerns. The Village shall not be obligated to maintain minimum staffing levels consistent with the past practice if the Libertyville Fire Protection District no longer contracts with the Village for its fire protection services. In the event the Libertyville Fire Protection District no longer contracts with the Village, the provisions in the paragraph below shall be followed prior to adjusting staffing levels.

If the Village wishes to reduce the minimum staffing level below the past practice, it shall provide written notice to the Union to open Section 12 (Minimum Staffing) for negotiations. Provided such notice is given, the Village and Union shall negotiate in good faith for a period of thirty (30) days (or longer if agreed upon). If no agreement is reached, either party may invoke interest arbitration in accordance with Section 14 or the Illinois Public Labor Relations Act. In the arbitration proceeding, the Arbitrator shall not consider whether the Village offered a *quid pro quo*, nor shall the arbitrator require the Village to prove a compelling need (or similar burden) in its proposed reduction in the minimum manning level. Whether the Village's or the Union's offer is chosen by the arbitrator shall be based upon the applicable Section 14(h) factors.

Section 13. Duty Trades

In accordance with the Fair Labor Standards Act, an employee for his own convenience, may voluntarily have another bargaining unit employee of comparable qualifications in the same position substitute for him by performing work for all or part of the employee's work shift, provided the substitution is submitted at least one (1) duty day in advance (this requirement may be waived by the Chief or his designee in an emergency), leaves employees on the shift who are able to perform the duties of the assigned positions on the shift, and does not otherwise interfere with the operation of the Fire Department. Requests that are in compliance with these criteria as of the date the request is made shall be approved. The approval of a trade shall not restrict a later trade (i.e. Liberty or Duty) that is otherwise in compliance with the criteria of this Section. All requests shall be submitted through the Fire Manager program or its equivalent. Shift trades must be completed within one year with a "pay back" date (unless "pay back" is not expected, and shall not result in overtime). Under no circumstances may employees work duty trades in exchange for cash. Further, the on duty Assistant Chief or Shift Commander, at his discretion, may approve limited holdovers of less than one (1) hour as partial shift substitutions, at shorter notice than is otherwise required in this Section. Such approval will not be denied for arbitrary and capricious reasons. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works all or part of another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift.

The one (1) duty day advance notice shall be waived for an employee who chooses to use a duty trade in place of the use of an accrued sick day. Employees who use a short notice trade to cover a sick day must trade with an employee who has comparable qualifications in the same position who does not adversely affect the shift and the trade cannot result in overtime. Trades shall not be less than twelve (12) hour increments. The Shift Commander must be made aware of the trade and who the trade is with by 06:30 prior to the start of the affected shift. If a trade cannot be secured by 06:30 a sick day must be used. The Shift Commander has the ability to deny the trade if the trade is unequal and affects shift staffing or if the trade results in overtime.

Section 14. Duty Trade and Liberty Day Trade Overtime

Duty trades and Liberty Day trades shall not result in the payment of overtime except when Duty trades and Liberty Day trades have been agreed upon or traded prior to the scheduling of any activities (i.e. classes, training, conferences, public education, etc.) that would later result in the payment of overtime.

ARTICLE 11 LAYOFF AND RECALL

Section 1. Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order by

date of hire regardless of rank, except that part-time temporary and probationary employees will be laid off before employees with seniority. Except in an emergency, no layoff will occur without at least fifteen (15) calendar days notification to the Union. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 2. Recall

Any employee who has been laid off shall be placed on the appropriate reinstatement list for thirty-six (36) months and shall be recalled on the basis of seniority by date of hire regardless of rank, as provided in Section 10-2.1-18 of the Municipal Code, as amended (65 ILCS 5/10-2.1-18), prior to hiring any new bargaining unit employees. Employees must maintain a current paramedic certification and continue to obtain the necessary CE hours to maintain the certification.

Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail with a copy to the Union. 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. An employee receiving notice of recall must notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1. Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of an express provision of this Agreement.

Section 2. Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance or seven (7) days from when the grievant, through normal diligence, should have become aware of the occurrence. A grievance shall be processed as follows:

STEP 1: **Written Grievance To Assistant Chief.** An employee, with or without a union representative (or the Union President, Union Vice-President, Union Secretary, Union Treasurer or a Union Steward in the case of a Union grievance), shall submit the grievance in writing to the Assistant Chief no later than seven (7) calendar days of the occurrence of the event giving rise to the grievance or seven (7) days from when the grievant, through normal diligence, should have become aware of the occurrence. The grievance must be hand delivered to the Assistant

Chief (or Acting Shift Commander in the Assistant Chief's absence) The Assistant Chief shall answer in writing to the grievant (or Union President in the case of a Union grievance) within seven (7) calendar days of receipt of the grievance. A Union grievance submitted by someone other than the Union President or other Union officer identified above and/or not personally submitted as explained in Steps 1 and/or 2 shall be considered waived and may not be further pursued by the employee or the Union.

STEP 2: Written Grievance To Fire Chief. If the grievance is not settled in Step 1, the Union or the employee may, within seven (7) calendar days following receipt of the Step 1 answer or seven (7) days from when the grievant, through normal diligence, should have become aware of the Step 1 answer, file a written grievance with the Fire Chief setting forth the nature of the grievance and the contract provision(s) involved. The grievance must be delivered to the Chief or his/her designee. The Fire Chief will offer to discuss the grievance with the grievant and the Union Officer's at a mutually agreeable time, but no later than ten (10) days after he receives the written appeal to Step 2. If no agreement is reached at the Step 2 meeting, the Fire Chief will give a written answer to the grievant (or Union President in the case of a Union grievance) within seven (7) calendar days of the meeting. If, however, no Step 2 meeting is held, the Fire Chief will give a written answer to the grievant (or Union President in the case of a Union grievance) within fourteen (14) calendar days from receipt of the written appeal to Step 2.

STEP 3: Appeal To Village Administrator. If the grievance is not settled in Step 2, the Union or the employee may, within fourteen (14) calendar days of receipt of the Fire Chief's written answer or fourteen (14) days from when the grievant through normal diligence, should have become aware of the Fire Chief's written answer, submit a written appeal to the Village Administrator. A meeting may be held at a mutually agreeable time between the Village Administrator (or his/her designee, and the Union Officer(s). Such meeting shall be limited to the contractual issues presented by the grievance. If no agreement is reached at the Step 3 meeting, the Village Administrator will give a written answer within fourteen (14) calendar days of the meeting.

Section 3. Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Village Administrator's written answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and who reside in Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be

submitted. A coin toss shall determine who must first strike a name from the list. The parties shall alternatively strike names until only one (1) name remains. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- (g) If a grievance is not processed by the employee or the Union to an arbitration hearing within six (6) months of being referred to arbitration following receipt of the Village Administrator's written answer, the grievance shall be considered abandoned and may not be further pursued by the employee or the Union. The six (6) month time period shall be tolled where the Village acts in bad faith by purposely delaying the selection of an arbitrator and/or the scheduling of an arbitration hearing.

Section 4. Limitations On Authority Of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, superseding Federal or State law. Any decision or award of the arbitrator rendered within the limitations of this Section 12.4 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 5. Time Limit For Filing

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 further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered waived and may not be further pursued by the

employee or the Union. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 6. Union Officers

Within seven (7) calendar days after an election or any change in office, the Union shall notify in writing, the Fire Chief, the employees who occupy each and every Union office, noted in Article 12, Section 2, Step 1. If the Union creates additional offices, the foregoing written notice shall also be provided. Courtesy copies of all Village responses to non-Union grievances shall be sent to the Union President.

Note: Article 12 is effective upon ratification by the Village and shall not be applied retroactively to grievances that may be on file on the date the Village ratifies the agreement.

ARTICLE 13 NO STRIKE-NO LOCKOUT

Section 1. No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies of work to the rule situation, mass resignations, mass absenteeism, picketing or other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be disciplined, up to and including discharged.

Section 2. No Lockout

No lockout of employees shall be instituted by the Village during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

ARTICLE 14 SICK AND INJURY LEAVES

Section 1. Purpose

Sick leave with pay is a benefit to be used for the employee's own personal illness, injury or personal disability. In addition, an employee may use up to seventy two (72) hours of accrued sick leave due to an illness, injury, or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent in accordance with the State of Illinois Employee Sick Leave Act. In the event of an illness or disability involving a member of his/her immediate family where that family member has a serious health condition within the meaning of the FMLA, he or she may use accrued sick leave in accordance to the FMLA provisions within the Village Employee Handbook. The immediate family regarding FMLA shall be defined as an employee's spouse, domestic partner, son, daughter, step-child, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-

law, stepparent, grandparents, grandchildren, legal guardian, brothers and sisters, and those of the employee's spouse or others as specified by the Village Administrator. Use of sick time for reasons other than those approved in this agreement is strictly prohibited. All benefits covered by this Agreement shall continue to accrue while the employee is on sick leave.

Section 2. Days Earned

Employees shall earn sick leave pay at the rate of one-half (½) day for each month of service, or major fraction of a month, if the employee works or is paid for at least one-half (1/2) of the normal working days in the month. The maximum sick leave accrual is one-hundred twenty (120) days.

Section 3. Accrued Sick Leave

An employee will receive one day's pay for each day of accrued sick leave which is used according to Section 14.1. Sick leave may not be taken in increments of less than one (1) hour and to be eligible the employee must give as much advance notice as possible. In order to be eligible for three (3) or more consecutive days of sick leave or is using sick leave for an immediate family member (excluding FMLA), the employee may be required to supply a doctor's certificate which the Fire Chief determines is satisfactory medical justification, except that the Fire Chief may request a Medical doctor's or Physician Assistant's certificate for a shorter absence if the Chief determines this step is warranted.

Section 4. Sick Leave Buy Back Plan

Employees hired prior to May 1, 2012 with at least twenty (20) years of consecutive service with the Village of Libertyville and with at least forty-five (45) shift days accrued sick leave recorded, will receive upon retirement their accrued sick leave at their current rate of pay up to a maximum of forty-five (45) shift days cash compensation. Cash compensation shall be eligible to all provisions allowed under the Deferred Compensation Program provided by the Village of Libertyville. Employees who elect to have any or part of cash compensation deferred under the Deferred Compensation Program must submit written notice to Village Administration at least thirty (30) days in advance.

Section 5. Good Attendance Incentive Plan

Plan A. Each January 1st, the Village will move one (1) sick day in cash value to the PEHP of any collective bargaining agreement employee who used zero (0) sick days in that calendar year. The Village will move one half (1/2) sick day in cash value to the PEHP of any collective bargaining agreement employee who used one or two (1 or 2) sick days in that calendar year. Any collective bargaining agreement employee who uses three (3) or more sick days will not receive a sick day contribution that calendar year. Good Attendance Incentive Plan contributions shall be paid on or before the first payroll check in February each calendar year.

Plan B. Employees hired on or after May 1, 2012 shall be eligible for the following good attendance incentive plan.

Employees must maintain a minimum sick leave bank of thirty (30) days (720 hours) to be eligible for the good attendance incentive plan. If an employee falls below the thirty (30) day minimum, they are no longer eligible for the plan until their sick leave bank reaches thirty (30) days (720 hours).

Each January 1st, the Village will move three (3) sick days in cash value to the PEHP of any collective bargaining agreement employee who used zero (0) sick days in that calendar year. The Village will move two (2) sick days in cash value to the PEHP of any collective bargaining agreement employee who used one (1) sick day in that calendar year. Any collective bargaining agreement employee who uses two (2) or more sick days will not receive a sick day contribution that calendar year. Good Attendance Incentive Plan contributions shall be paid on or before the first payroll check in February each calendar year.

Section 6. Payment for Accumulated Unused Sickleave Upon Death of an Employee.

Plan A. In the event an employee dies while employed by the Village of Libertyville, the Village shall make payment to the employee's spouse and/or estate up to a maximum of 1080 hours (45) shifts of the deceased employees accumulated unused sick leave at the current rate of pay for that employee at time of death as long as the employee meets the criteria under Article 14, Section 4.

Plan B. Employees hired on or after May 1, 2012, shall not be eligible for the payment of accumulated unused sick leave upon their death.

Section 7. Injury and Line of Duty Disability

A. Public Employee Disability Act

The Village will comply with the Public Employee Disability Act (5 ILCS 345/0.01). Any absence from work pursuant to the foregoing sentence, up to one year, shall be counted in accruing eligibility for paid vacation and sick leave, but additional holidays beyond those already accrued shall not accrue during sick leave.

B. Workers' Compensation Act

The Village will comply with the Workers' Compensation Act (820 ILCS 305/1). It is expressly understood that any complaint arising out of the Village's compliance with the Workers' Compensation Act shall not be subject to the grievance procedure set forth in Article 12 of this Agreement.

Section 8. Light Duty

Light duty assignments will be made in accordance with existing Village policy; provided, that fire fighters will not be assigned outside of the Fire Department (unless, otherwise, mutually agreed upon) and, provided further, that in the event of a dispute between the recommendation of the employee's and the Village's physicians, a third doctor shall be chosen and the dispute resolved in accordance with the pertinent language in Leave for Illness, Injury or

Pregnancy, Article 15, Section 3. The employee and the Village shall provide such physicians with copies of the employee's medical records relating to the medical condition at issue. In the event the physician requires additional information from either the employee or either party, both parties shall be notified and shall be afforded a reasonable opportunity to review and respond to any such additional information provided to the physician. Neither party shall interfere with or modify the professional judgment of the examining physicians.

Section 9. Transfer of Time

Employees may transfer accumulated leave to other employees subject to the following conditions:

- (a) The donor must have a minimum of ninety-six (96) hours accumulated sick leave remaining following the transfer.
- (b) Donations will be voluntary and confidential, and must be approved by the Fire Chief and Village Administrator.
- (c) A donor may transfer a maximum of forty-eight (48) hours sick leave in total during the fiscal year, even if transfers are made to more than one recipient.
- (d) Donations will occur in twelve (12) or twenty-four (24) hour increments.
- (e) Recipients must have completed a minimum of twelve (12) months employment with the Village of Libertyville.
- (f) Recipients must have exhausted all available sick leave, vacation, compensatory time and other available leave prior to receiving transferred time.
- (g) Recipients must provide doctor's certification of need for continued leave.
- (h) While using transferred time, recipients will not accrue sick leave, vacation, holiday or personal time.

ARTICLE 15 LEAVES OF ABSENCES

Section 1. Funeral Leave

In the event of a death in the employee's immediate family, the employee shall be granted one (1) twenty-four (24) hour shift day as funeral leave if the employee attends the funeral unless the death occurs on a day when the employee is on duty, in which case the employee will upon request, also be given the remainder of such day off. Immediate family is defined as the employee's spouse, children (including stepchildren), mother, father, brother and sister (including step brother and step sister), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, (and any relative living within the employee's home who was under the care of the employee at the time of death). Additional time off may be requested for funeral leave under Vacations, Section 3 (D). Extension of this policy to non-family members is

subject to the approval of the Village Administrator. Additionally, employees shall be able to take unpaid bereavement leave in accordance with the Family Bereavement Act 820 ILCS 154/1 *et seq.*

Section 2. Family and Medical Leave Act (FMLA)

An employee may be granted up to twelve (12) weeks of unpaid leave for certain family and medical reasons, in accordance with the Family and Medical Leave Act (FMLA) and in accordance with the FMLA provisions contained in the Village's Employee Handbook Amended 2014. In accordance to the Village Employee Handbook section 7.4.2 – when requesting leave (including for the birth of a child) under FMLA, the request for FMLA must be submitted 30 days in advance to the Fire Chief. If it is not possible to give thirty days' notice, the employee must give notice as soon as possible. Completion of a FMLA form containing the reason for the leave as well as the approximate start date and anticipated duration is required. If an employee exhausts his twelve (12) weeks of FMLA leave, he may apply for other unpaid leave for which he may be eligible.

Section 3. Leave for Illness, Injury or Pregnancy

In the event an employee is unable to work by reason of illness, or injury (excluding those compensable under workers' compensation), or pregnancy, the Village Administrator may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work. An employee's leave request shall not be unreasonably denied.

To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Fire Chief a physician's written statement showing the nature of the illness, injury or statement of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from attending doctor(s) at required intervals. Pregnancy light duty assignments may be made available to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated. Light duty assignments will be made in accordance with existing Village policy and may be assigned outside of the Fire Department due to the lengthy duration of a pregnancy. Pregnancy light duty shall not preclude an employee from exercising her leave of absence rights under this Article. Medical information furnished to the Village shall be treated as a confidential medical record in accordance with the Americans With Disabilities Act.

Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village, at the Village expense, to determine the employee's capacity to perform work assigned. If the Village doctor and the employee's doctor differ, the Union and the Village shall agree on a third doctor who is board certified or possesses a special expertise in the specialty that is related to the condition that is the subject of dispute in the treatment of the employee's medical condition. The opinion of the third doctor shall prevail and his fees shall be divided equally between the Village and the employee. A leave of absence

for illness, non-duty related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave, vacation and holidays are first exhausted.

Section 4. Unpaid Discretionary Leaves

The Village Administrator may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason and where department operations will not be adversely affected. The Village shall set the terms and conditions of the leave and provide the Union with a copy of such terms and conditions, and the maximum duration shall be one year.

Any request for a leave of absence shall be submitted in writing by the employee to the Fire Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 5. Military Leave

Military leave shall be granted in accordance with applicable law. The employee shall provide to the Fire Chief or his designee a schedule of his military leave days as far in advance as possible and any schedule changes as they occur.

Each year, the employee shall be compensated as needed four (4) or five (5) 24-hour shift days for a two week period of military reserve duty and two (2) or three (3) 24-hour shift days for weekend military reserve duty. For weekend military reserve duty only, the 24-hour shift days may be used as needed in two (2) hour increments. The maximum amount of said military leave in any calendar year shall not exceed seven (7) 24-hour shift days.

Within sixty (60) days from the date the employee's military leave obligation has ended, the employee shall provide to the Fire Chief or his designee official documentation showing the amount of compensation received from the military. An extension of the sixty (60) day time limit may be granted by the Village if the employee provides documentation showing that, due to circumstances beyond his control, he was unable to provide the documentation in a timely manner. On each occasion military leave is granted, the employee will be debited a vacation day or holiday until the documentation referred to above is received by the Fire Chief or his designee, after which the employee's vacation day or holiday shall be restored. Employees who fail to comply with the military leave procedures are subject to discipline, up to and including discharge.

**ARTICLE 16
COMPENSATION**

Section 1. Training and Educational Reimbursement

A. Mandated and Required Training

Mandatory training consists of those courses, curriculums, or certifications, which the Fire Department mandates for all personnel. T

Required training consists of those courses or curriculum at which the attendance of individual personnel is mandated by the Fire Chief or his designee by virtue of individual circumstances or involvement with Specialized Response Teams or specialty assignments. Leave from duty shall be granted to Department personnel for attendance at mandated or required training subject to approval of the Fire Chief or his designee. Personnel attending local schools during duty hours will report back to duty upon completion of class.

The Village reserves the right to cancel attendance at any mandatory or required training. Such training may be rescheduled to a later date if available. It is the intent of the Village to enforce attendance at mandatory or required training when the employee is on duty.

It is the intent that Lake and McHenry County Specialized Response Team training which is mandated to stay certified with a particular team will be attended on duty as long as the shift staffing is above minimum manning stated in Article 10, Section 12. However, Lake and McHenry County Specialized Response Team training may be attended off duty when staffing falls equal to minimum manning in Article 10, Section 12 or at the discretion of the Fire Chief or designee. An Overtime Approval Form must be filled out electronically and approved by the Chief or his designee. Off duty training does not apply to training such as Quad 4, Paramedic continuing education, State Fire Marshall, IEMA and other training where a whole or partial station is assigned to attend training out of district.

When Lake and McHenry County Specialized Response Team training is attended off duty, the employee will be paid at their overtime rate of one-and-one-half (1 ½) times their straight time hourly rate. It will be the intent of the department to assign a person to manage this program so Lake and McHenry County Specialized Response Team training schedules are know in advance to assist the employee and Shift Commanders with scheduling. Circumstances may require last minute changes which should be understood.

The following types of training are offered by the Village as approved by the Department Head and within budgetary limits.

1. Recruit Training - Legally mandated training programs for certain positions which must be completed during the probationary period as a prerequisite to continued employment.
2. In Service Training - Training conducted during working hours on an individual or group basis to improve skills, performance, introduce new

techniques, and/or keep up to date of developments in the employee's field.

3. Specialized Response Team Training - Training necessary to stay current with county team requirements for the Dive team, Swiftwater team, Hazmat team, TRT team, Wildland fire team, Mechanics team, or Side Scan Sonar team. Employees selected for a Specialized Response Team shall be required to serve a minimum of 8 years. After 8 years, Specialized Response Team members shall have the option to opt off the team. Team members wishing to opt off shall provide written notice to the Fire Chief six (6) months prior to leaving any team. Specialized Response Team members who, out of necessity, (i.e.; promotion, injury, change in responsibilities) may be removed from a Specialized Response Team before the minimum 8 years with written permission for the Fire Chief.
4. Specialized Training - Attendance at conferences, workshops, seminars, and similar programs involving professional training which directly relates to an individual's employment or special team.

All expenses approved by the Village for recruit, in-service, technical rescue team and specialized training including tuition, fees, supplies, and books will be paid for or reimbursed by the Village.

B. Tuition For Elective Training

The Village encourages its regular full-time employees to further their professional development by providing financial assistance to attend elective training.

Elective training consists of those courses or certifications, which are job related and relevant to the employees assigned position. Employees may attend elective training for the purpose of personal enrichment or for advancement in the Fire Department.

The Village will pay tuition costs up to \$900.00 annually from May 1st to April 30th for elective training courses. The Village will pay for the cost of books and materials for all approved training classes, which costs shall not be considered part of the \$900 allowance. If the course provided by NIPSTA or other entity or state equivalent that is required to be eligible to test for a promotion to the employee's next higher rank the Village will pay the full tuition costs. Unused monies cannot be carried over and may not be shared among employees. All elective training must have prior approval from the department. An Elective Training Approval Form must be filled out electronically and approved by the Chief or his designee. The course must be completed with a certificate awarded or proof of attendance provided. Elective training that is not completed with a certificate awarded or proof of attendance provided shall be reimbursed to the Village from the employee's paycheck.

Elective training shall include Fire Officer classes, Fire or EMS related classes or seminars, OSFM certified classes, Department of Homeland Security, FEMA, or IEMA sponsored classes, or other similar classes that are approved by the Fire Chief.

Any individual who does not pass the required State Test following an elective class will be allowed to take up to one retest paid by the department. Any additional attempts shall be paid by the individual via their elective money until they pass the test.

C. Tuition Reimbursement For Academic Instruction

Requests for Tuition reimbursement for academic instruction will follow the Village policy in the Village Employee Handbook, section 6.13, in effect on May 1, 2019.

D. Professional Development Progressions

The Village shall endeavor, but is not required, to meet the Firefighter and Fire Officer Professional Development Progressions set forth in Appendix I.

Section 2. Pensions

For the term of this agreement, the Village agrees to maintain its obligation to the Firefighters' Pension Fund as required by Illinois Compiled Statutes, 40 ILCS 5/4-101.

**ARTICLE 17
WAGES AND RATES OF PAY**

Section 1. Annual Salary Schedule

The annual salaries of the members of the bargaining unit shall be paid pursuant to the negotiated salary schedule attached hereto and made a part of this Agreement as Appendix C.

Section 2. Straight Time Hourly Rate

The regular and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary, and any incentives, by the annual hours of work which are 2725.

Section 3. Overtime Rate

The overtime rate shall be paid for all overtime worked at the rate of one and one-half (1-1/2) times the employee's basic hourly rate. Except as may be provided in other sections of this collective bargaining agreement.

Section 4. Pay Day

Employees are paid on the 5th and 20th of each month. Payment received on the 5th day of the month represents pay earned during the last half of the preceding month; i.e., from the 16th to the end of the month. Payment received on the 20th day of the month represents pay earned during the first 15 days of that month. Overtime will be paid on the 5th and 20th for approved overtime hours worked during those pay periods.

Where a payday falls on a Saturday, Sunday or Monday (when Monday is a holiday), employees will be paid on the Friday preceding the normal payday. Where a payday falls on a recognized holiday, employees will be paid on the last working day preceding the holiday.

Section 5. Retroactivity

The wage increases provided by this section shall be retroactive to May 1, 2023, on all hours compensated for all members of the bargaining unit employed on or after such effective date.

**ARTICLE 18
VACATIONS**

Section 1. Paid Vacations

Vacation shall be earned annually based on the following schedule:

<u>Length of Service</u>	<u>24 Hour Shift Days</u>
After completing one (1) year of employment an employee receives	5 shifts
After completing five (5) years of employment an employee receives	7 shifts
After completing thirteen (13) years of employment an employee receives	9 shifts
After completing twenty (20) years of employment an employee receives	12 shifts

The parties mutually recognize and agree that benefits provided in this Agreement are more generous than the benefits required by the Illinois Paid Leave for All Workers Act, S.B. 0208. Pursuant to Section 15(n) of that Act, the parties voluntarily waive the benefits provided under that Act in favor of the benefits provided under this bargaining agreement.

Section 2. Vacation Accrual

Employees shall not be entitled to use any vacation leave during the first year of employment. All vacation days shall be earned initially on the employee's first anniversary date of hire and each anniversary thereafter. An employee shall not be allowed to carry over more than three (3) shift days into the next anniversary year, except under exigent circumstances as approved by the Fire Chief and the Village Administrator. Vacation shall be taken at the rate of not less than one-half (1/2) shift day at a time. Except in the case of carry-over vacation days, the calendar year shall constitute the period of time during which vacations will be scheduled.

Section 3. Vacation Scheduling

A. The initial vacation period selection shall be made within December 1st to December 15th. To facilitate vacation scheduling, shift changes for the following calendar year will be posted by November 1st each year. The total number of employees (including officers) scheduled off on vacation, holiday or personal days

shall not exceed two (2) except as provided in Paragraph (2) and Paragraph (D) of this Section. One vacation slot shall be reserved for Firefighters vacation, holiday, or personal day selections. The second slot shall be reserved for Fire Officers (Assistant Chiefs and Lieutenants) vacation, holiday, or personal day selections. There may not be more than one (1) Fire Officer off on a vacation, holiday, personal or Liberty day. There may not be more than three (3) shift personnel off on a vacation, holiday, personal or liberty day except as provided in Paragraph (2) and Paragraph (D) of this Section.

(1) Scheduling Officer Time Off

- a. Officers (Assistant Chiefs and Lieutenants) shall select the period(s) of their annual vacation on the basis of rank and then seniority. Fire Officers may select their initial vacation days only in consecutive day increments of a minimum of three (3) duty shifts. Subsequent vacation day selections (if any) shall be in increments of one (1) day or more provided they are in consecutive days. The Assistant Chief shall pick his initial vacation days. The senior Lieutenant shall then pick his initial vacation days and so on until the least senior Lieutenant has finished picking his initial vacation days. The process shall start over for each subsequent vacation day selection. Vacation day selections shall be limited to four (4) rounds unless the Officers on that shift unanimously agree otherwise. Only vacation days shall be used during this initial selection process. An Assistant Chief's initial vacation day selection may include a day in which a Lieutenant is scheduled off on a Liberty Day. In the event an Assistant Chief's vacation selection period impacts a Lieutenant's scheduled Liberty Day, the affected Lieutenant shall, prior to any other vacation pick, move his Liberty Day to any open shift day in either of the two (2) - twenty two and one half (22.5) day work periods adjacent to the affected Liberty Day. An Assistant Chief can only pick over one Lieutenant's Liberty Day during his initial vacation days pick. The Assistant Chief may also pick over a Lieutenant's Liberty Day on subsequent vacation selections but only if mutually agreed upon with the affected Lieutenant. It is the intent of this provision to accommodate the individual preferences of Assistant Chiefs and Lieutenants to schedule their time off while maintaining a staffing of at least two (2) Officers on duty at all times.

Nothing in this Section shall be construed as limiting the ability of Assistant Chiefs and Lieutenants to mutually agree to arrangements for advance scheduling of vacation, holiday, or personal time.

(2) Scheduling Firefighters Time Off.

- a. Firefighters covered by this Agreement shall select the period(s) of their annual vacation days on the basis of seniority. Firefighters

may select their initial vacation days only in consecutive day increments of a minimum of three (3) duty shifts. Subsequent vacation day selections (if any) shall be in increments of one (1) day or more provided they are in consecutive days. The most senior member shall pick his initial vacation days. The next senior member shall then pick his initial vacation days and so on until the least senior member has finished picking his initial vacation days. Vacation day selections shall be limited to four (4) rounds unless the Firefighters on that shift unanimously agree otherwise. The process shall start over for each subsequent vacation days selection. Only vacation days shall be used during this initial selection process.

- b. A second Firefighter may schedule vacation, holiday, or personal time off on a duty shift under the following conditions:
 - i. After an Officer has had an opportunity to schedule his vacation, holiday, and personal days and if the officer slot still remains open. An Officer slot will be considered open for Firefighter selection when a Lieutenant is on a Liberty Day, the provision of one Officer off still applies in this case. For the purpose of this condition, Officers shall make their selection no later than by the 23rd day of the month proceeding the month in which they schedule time off. Assistant Chief's may not bump a Lieutenant out of an assigned Liberty Day during these picks unless mutually agreed upon. On the 24th, the open slot shall be open to the Firefighters on the shift. Firefighters may then schedule time off during the period from the 24th to the end of the month in any open officer slots of the following month in the order of their seniority. After the end of the month, the officer's slot is available on a first come first serve basis.
- c. A second Firefighter slot shall be added on a day that no Firefighter or Officer is scheduled off on a Liberty Day.

Nothing in this Section shall be construed as limiting the ability of Firefighters and Fire Officers to mutually agree to arrangements for advance scheduling of vacation, holiday or personal days within the slots allotted.

- B. Remaining Vacation days along with Holiday and Personal Day time off shall be scheduled in the same manner as vacation time off in increments of at least twelve (12) hours with first priority given to remaining vacations, second priority for holidays and third priority for personal days. Remaining Vacation, Holiday and Personal Day time off shall be scheduled on a month by month basis after the initial vacation days are selected on the basis of rank then seniority.
- C. Vacation selections scheduled through Liberty Days shall be considered consecutive picks. Employees on the same shift may trade Liberty Days to facilitate their preferences in scheduling paid time off.
- D. If FMLA leave is not requested, employees may request time off to attend the birth of their child or the death of a member of their immediate family, and if approved, such absence shall be scheduled as an additional employee off. Leave shall be granted up to two (2) weeks off or five (5) duty shifts (for funeral leave the bereavement day granted in Article 15, Section 1 shall be counted as one of the five (5) days). If there is an open slot on any subsequent duty shifts, this provision shall not apply. The employee will fill the open slot closing it to other employees except for the actual bereavement day.
- E. In situations where there is an Officer slot or Firefighter slot open at the start of a shift and appropriate staffing is present (ie: the shift is staffed with the requisite number of paramedics, engineers, and truck drivers to operate apparatus normally in service), an employee may request unused accrued leave (vacation, holiday or personal) by seniority at the start of the shift. The employee must be present at the start of the shift and such request shall be in increments of twelve (12) hours and shall not create overtime.
- F. If there is a shift change by the Village after the affected employee(s) have chosen their vacation time, the Village shall grant the employee the time off they have previously scheduled. If the shift change is requested by the employee, any previously selected vacation, holiday or personal time off will be transferred to any open slots on the new shift. If the slot is full, no previously selected vacation, holiday or personal time off will be granted on that day.
- G. If a Lieutenant or Firefighter trades onto another shift, they must consult with all members on that shift before they can request time off into any vacation slot on that shift.
- H. When a member of a shift is off duty due to a work-related injury, a non-work related injury, FMLA leave, leave of absence, or pregnancy leave, any previously scheduled vacations, holidays or personal day positions held by this member are not eligible for selection by other members.

Section 4. Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which the vacation is taken. In the event an employee resigns his employment with the Village and has completed one (1) full year of continuous service, the employee shall be eligible for payment on a pro rata basis for all accumulated vacation and unused vacation.

**ARTICLE 19
HOLIDAYS**

Section 1. Holidays

The following holidays shall be considered holidays under this Agreement:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve
- Christmas Day

In recognition of such holidays, each employee shall receive three (3) duty shifts off without loss of pay. The three (3) duty shifts off shall be accrued on May 1st of each year and expire at midnight on April 30th of the following year. Holidays may not be carried over except under exigent circumstances as approved by the Fire Chief and the Village Manager. Upon separation from employment, Firefighters and Lieutenants will receive a prorated amount of holiday pay, which will not include holidays not yet attained in the fiscal year. For the purpose of prorating holidays, the dates of accrual shall be May 1st, September 1st and January 1st. Upon separation from employment, if a Firefighter or Lieutenant has used but not accrued holidays, the holiday(s) used but not accrued will be deducted from the employee's final paycheck.

Section 2. Holiday Pay

Christmas Eve, Christmas Day, and New Year's Day shall be considered "priority holidays." Effective May 1, 2020, Memorial Day shall be considered a "priority holiday." Effective May 1, 2021, Fourth of July shall be considered a "priority holiday." Effective May 1, 2022, Labor Day shall be considered a "priority holiday." Any employee who works his regular duty day that falls on a priority holiday, or makes an approved duty trade for the priority holiday, shall receive pay at time and one-half (1½) for up to twenty-four (24) hours worked.

Section 3. Personal Leave Days

Employees shall be entitled to receive three (3) duty shifts off without loss of pay as personal leave days. The three (3) personal day duty shifts off shall be accrued on May 1st of each year and expire at midnight on April 30th of the following year. Personal days may not be carried over except under exigent circumstances as approved by the Fire Chief and the Village Manager.

Section 4. Scheduling Holidays, Personal Leave Days and Remaining Vacation Days

Holidays, personal leave days and remaining vacation days shall be scheduled by seniority in open slots (per Article 18, Section 3) after initial vacation days have been selected. Holidays, personal leave days and remaining vacation days shall be taken at the rate of not less than one-half (½) shift day at a time.

ARTICLE 20 INSURANCE

Section 1. Life Insurance

The Village shall provide, at no cost to the employee, group life insurance for employees in the amount of \$100,000. The Village retains the right to elect a different insurance carrier or self-insure.

Section 2. Hospital-Medical and Dental Insurance

The Village shall continue to make available to employees covered by this Agreement and their dependents substantially the same group hospital and medical insurance and group dental plan as existed prior to the signing of this Agreement, except as provided in Section 3 below. The Village retains the right to elect a different insurance carrier or self-insure.

Section 3. Plan Revisions

Revisions to the medical, dental and life plans may be made through the recommendation of the Plan Administrator, Insurance Company or the Village. These revisions will be limited to maintaining sound fiscal funding or to adopt generally recognized cost containment standards. The Village will advise the Union of such revisions and/or change in plans sponsor prior to implementation.

Beginning July 1, 2024, the Village may implement the following plan design change:

- PPO participating provider deductible may be up to \$500/ individual and \$1500/ family
- Prescription Drug Co-pays may be up to \$10/ \$25/ \$50 (2 x 90-day supply)
- ER Co-pay may be up to \$250

- Participating Provider Out-of-Pocket expense limit: may be up to \$2,000/ individual and \$4,000/ family

In the event the Village makes plan revisions, the Union may reopen Article 20, Insurance, by giving the Village written notice to reopen. If such notice is given, all subjects in Article 20, Insurance, are open for renegotiation, including the amount of employee contribution to the insurance plan.

Section 4. Cost

The cost of Group Insurance (employee and dependent) shall be shared by the Village and the employee as denoted below and provided the percentage contribution does not exceed 15% through April 30, 2027.

Effective July 1, 2023 until June 30, 2027:

PPO Contribution - (85%) Village, (15%) Employee

HMO Contribution - (90%) Village, (10%) Employee

Section 5. Cost Containment

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

Notwithstanding anything contained herein, the Village may alter its health insurance plans to meet the requirements of the Patient Protection and Affordable Care Act (“Act”) (including by example, but without limitation, the imposition of a tax on the Village due to the amount paid by the Village for its health plan as so called “Cadillac” plan). The Village retains the option to obtain alternative health coverage that is substantially similar to the existing plan in an effort to reduce costs and avoid the “Cadillac” tax, the Village and the Union shall meet to bargain over the opportunities to avoid the “Cadillac” tax

Section 6. Inoculation

If an employee may have been exposed to a contagious disease in the line of duty, and if a health care professional recommends an inoculation or immunization for the employee and/or his/her family members as a result of that exposure, the Village will pay any out-of-pocket costs that are not covered by the employee’s health insurance plan.

Section 7. Death Benefit

The Village shall pay usual and customary burial expenses for a fire fighter killed in the line of duty.

Section 8. Post Employment Health Plan

The Village shall establish a Post-Employment Health Plan (PEHP) effective October 1, 2001 or at a later date agreed by the parties. Contributions shall be made by the Employer/Village from monies otherwise payable to employees under the wage and/or sick leave buy back terms of this Agreement and execute documents necessary to implement such Plan. The Union shall notify the Village of the amounts to be deducted/excluded from compensation otherwise payable to the employee under the terms of this Agreement no later than August 1, 2001. Such monies shall be deposited by the Village in the employee's PEHP account on a tax exempt basis to the extent permitted by federal, state and local regulations. Participation in the PEHP is mandatory for all members of the bargaining unit (Firefighters, Firefighter/Paramedics, and Lieutenants). Employees shall be responsible for any PEHP administrative fees.

Section 9. Public Safety Employee Benefits Act Basic Plan

Members eligible for individual or family PSEBA benefits shall have the option to select any medical benefits plan offered by the Village to active members. Individuals eligible to receive benefits under PSEBA will be able to change from one plan to another during the Village's Open Enrollment Period.

**ARTICLE 21
RESIDENCY**

There shall be no residency requirements for bargaining unit members covered under this agreement. The Union and the Village of Libertyville further agree that in the event the Village should seek in any successor agreement to modify or restrict this established condition of employment; its proposal shall be negotiated in good faith.

Every employee covered by this Agreement shall have telephone service in their place of residence or cellular service with the employee phone number and place of residence submitted to the Fire Chief for business purposes. Employees shall notify the Fire Chief within forty-eight (48) hours upon changing their place of residence or telephone number.

Employees living outside the State of Illinois will be responsible for maintaining the proper drivers license. Employees living outside the State of Illinois must have the proper drivers license classification with regards to vehicle weight and type which allows them to legally operate fire and EMS vehicles in the State of Illinois. This includes station vehicles, ambulances and fire apparatus*. (*when the employee obtains engineer status)

**ARTICLE 22
SENIORITY**

Section 1. Definition

Seniority means an employee's length of full time continuous service with the Village, since the employee's last date of hire into a bargaining unit position. In the event an employee was, prior to his appointment to the Fire Department, a full-time employee with the Village in a non-bargaining unit position, his seniority date, for purposes of the receipt of fringe benefit (i.e.,

vacation allotment) under this Agreement, shall be deemed to be the employee's last date of hire with the Village. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list from which they were hired. For employees holding rank of Lieutenant, the date of promotion shall determine their seniority with respect to other employees of that rank (unless specified under Article 11 Layoff and Recall).

Section 2. Probation Period

New employees who, on their date of hire, are certified as an emergency technician/paramedic by the Department of Public Health, State of Illinois, and approved by the Libertyville Fire Department's system resource hospital, and are certified as a Firefighter II by the Bureau of Personnel Standards, Office of the State Fire Marshall, State of Illinois shall serve a 12-month probationary period. New employees who, on their date of hire, are not certified as an emergency technician/paramedic by the Department of Public Health, State of Illinois, and approved by the Libertyville Fire Department's system resource hospital, and are not certified as a Firefighter II by the Bureau of Personnel Standards, Office of the State Fire Marshall, State of Illinois shall serve a 6-month probationary period beyond the date on which the certifications are obtained, except that their overall probationary period shall not be less than one year, nor shall it be greater than twenty-four (24) months. Time absent from duty, other than regularly scheduled time off and sick leave less than three (3) duty days per year, shall not apply toward the probationary period. The seniority of the employee retained beyond the probationary period shall date back to his last date of hire. Probationary employees may be discharged without cause and such action shall be final and the employee shall have no recourse under the grievance procedure.

Section 3. Breaks in Continuous Service

An employee's continuous service record shall be broken by:

- (a) resignation;
- (b) discharge for just cause (probationary employees without just cause);
- (c) retirement;
- (d) is laid off for a period in excess of twenty-four (24) months;

Section 4. Seniority Lists

The Village shall post in January of each year on a bulletin board at each Village-owned station a seniority list containing the seniority dates for employees covered by this Agreement. A copy of the seniority list shall be delivered to the Union President, who shall then be required to sign and date the list acknowledging receipt of the list. Any objection to a seniority list shall be reported to the Fire Chief within twenty (20) calendar days after receipt by the Union President or said list shall stand approved for that year. The Union shall be responsible for keeping the Village informed of the identity of the Union President.

**ARTICLE 23
PROTECTIVE GEAR & CLOTHING**

Section 1. Initial Standard Issued Class A Uniforms and Standard Issued Protective Gear

All initial standard issued uniforms and standard issued promotion uniforms shall be furnished by the employer without cost to the employee. All initial and replacement protective gear and Class A uniforms, required of employees in the performance of their duties shall be furnished by the employer without cost to the employee. Protective gear shall be fitted and maintained in accordance with the requirements of IDOL. The parties hereby agree that the following items are standard issue at the time of hire:

Standard Issued Uniforms

- 2 long sleeve work shirts/season
- 2 short sleeve work shirts/season
- 3 blue "LFD"-t-shirt/season
- 2 long sleeve "LFD" t-shirts
- 3 uniform pants/season
- 2 polo summer work shirts/season
- 1 belt
- 1 pr. safety shoes or boots (including insoles)
- 1 coat with liner (navy blue/high visibility)
- 1 stocking cap
- 1 job shirt
- 1 mock turtle neck blue "LFD long sleeve shirts
- 1 set collar brass
- 1 badge
- 2 nameplates

Standard Issued Protective Gear

- 1 helmet with liner & shield
- 1 leather front for helmet (badge #)
- 1 nomex hood
- 1 set bunker pants & suspenders
- 1 pr. boots with steel toe
- 1 turnout coat
- 1 pr. gloves
- 1 spider harness
- 1 light
- 1 eye goggle
- 1 pr. extrication gloves (initial issue only)
- 1 pr. safety glasses

Class A Uniform¹

- 1 white long sleeve dress shirt
- 1 black tie
- 1 dress hat
- 1 Class A coat
- 1 dress slacks
- 1 name tag for dress coat
- 1 coat badge
- 1 dress shoe bought from clothing allowance

Standard Issued Promotion Uniforms¹¹

- 2 long sleeve work shirts
- 2 short sleeve work shirts
- 3 white "LFD" t-shirts
- 2 white long sleeve "LFD" t-shirts
- 2 polo summer work shirts
- 1 job shirt
- 1 badge and coat badge
- 2 nameplates

¹ issued after probation

¹¹ issued after a promotion

Section 2. Replacement of Standard Issued Uniforms

The replacement of any item listed under the Standard Issued Uniform, Standard Issued Promotion Uniforms or Class A Uniform columns shall be done on the quartermaster system. Bargaining unit employees will be given an annual uniform allowance account in order to purchase items that may be old, worn out, not damaged in the line of duty or lost. Any item that is purchased will be deducted from the uniform allowance account. The uniform allowance account will be \$700. Any unused funds will not carryover to the next purchasing year, however, unused funds may be used to purchase the following approved optional uniform items: (1) sweatshirt with LFD patch; (2) vest with LFD patch; (3) navy blue pullover sweater with LFD patch; (4) baseball cap with LFD insignia and badge number; (5) extrication gloves; (6) work out shorts w/LFD emblem; and (7) safety glasses. All accounts will be set up to coincide with the fiscal year of the Village. The annual uniform allowance account shall be provided to new hires after one (1) year of service on a pro-rata basis during their first year of eligibility.

Routine purchases of uniform items must be approved through the person assigned to that task. Items that may have been ruined or damaged in the line of duty shall be first reviewed by the shift officer before a request is made for a replacement item and shall not be deducted from the uniform allowance account. Any item that is lost or stolen must be reported to the shift officer immediately upon being know before a request is made for a replacement item.

Except for lost or stolen items, before a new item is issued, a like item must be turned into the department. This item will be reviewed for its serviceability and placed in the department inventory if it is deemed useable. This process will be used for all items listed in the column labeled Standard Issued Uniforms

Section 3. Uniform Pins

Employees are prohibited from wearing pins on their uniforms, except for military and/or U.S. flag pins as approved by the Fire Chief.

ARTICLE 24 BULLETIN BOARDS/UNION MEETINGS

Section 1. Bulletin Boards

The Village agrees to provide the Union with space on a designated wall for the placement of an approved bulletin board that is approximately 36 inches by 48 inches in size, in each Village-owned fire station. The Village shall make a good faith effort to secure the permission from the responsible authority at the non-Village owned fire station (Station No. 3) to provide the Union with space on a bulletin board for posting notices allowed at Village-owned fire stations. The Union agrees that the space will be used for posting official Union notices of a non-political (internal Union political offices excepted) and non-inflammatory nature, and further agrees that the bulletin boards will not be used to criticize the Village or any of its employees or officials. Notices regarding IAFF-AFFI or AFL-CIO supported candidates for

National or State-wide public office may be displayed in a Union notebook binder that will be readily accessible to employees within any Village-owned fire station.

Section 2. Union Meetings

The Libertyville Professional Firefighters Association Local 3892 shall be permitted to conduct contract ratification meetings at Libertyville Fire Station 1. Bargaining unit employees who are on duty at Station Two and Station Three shall be allowed to travel to Station One in a departmental vehicle to attend the ratification meeting.

The Libertyville Professional Firefighters Association Local 3892 shall also be permitted to conduct one Union meeting per quarter at the Libertyville Fire Station One. The Union may have guests or guest speakers at the meetings provided the speaker is not an elected politician, organizer, or representative of a political organization. The Union shall submit the name and topic of guest speakers to the Chief prior to the meeting. All meetings will be subject to availability of the training room at Station One and shall be scheduled in advance. The Union is responsible for assuring the meeting room is clean and in order after the scheduled meeting. Union meetings shall not be denied for arbitrary or capricious reasons. Bargaining unit employees at Station Two and Station Three shall be allowed to use the Poly-comm system or phone system to participate in the meeting.

It is understood that none of the foregoing shall interfere with or limit in any way the availability of on duty personnel to immediately respond to emergency calls during the ratification meeting, Union meeting, or any part of the twenty-four (24) hour shift.

ARTICLE 25 SAFETY AND HEALTH

Section 1. No Smoking

There shall be no smoking allowed while on duty, except during defined break times and after regular work hours, and then only in the designated patio areas at each station, and outdoors at least twenty-five (25) feet from a public entrance. Notwithstanding the above, smoking will not be permitted during public tours, public events in the stations.

Section 2. Physical Fitness

The Village may establish a reasonable physical fitness program, which may include individualized and Departmental goals. While employees may be required to participate in any such program as part of their routine work duties, no employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals and is able to meet reasonable, job-related, job-required, minimum physical fitness standards as established by the Village. Before any such program is implemented, the Village and the Union shall establish a Joint Physical Fitness Committee consisting of the members appointed by the Fire Chief and the members appointed by the Union President. The Committee shall meet from time to time at mutually agreed times to review proposed programs and make recommendations to alternate components and methods of implementation. In the

event that the parties have agreed to a program within ninety (90) days after the first meeting, any components of the program that are recommended by a majority of the Committee and which are acceptable to the Chief shall be implemented. Other components that are otherwise disputed that constitute mandatory subjects of bargaining shall not be implemented but either party may submit such items for resolution in accordance with the impasse procedure of Section 14 of the Illinois Public Labor Relations Act.

Section 3. Physical Examination & Fit For Duty

The Village encourages all employees to remain in good physical health and condition. To that extent, employees are urged to take advantage of the physical examination provisions of the Village health insurance. If the Village has cause to require a mandatory physical examination of any individual employee, the Village shall pay for all such costs. The cause for the examination shall be provided to the employee prior to such examination. The objective of the physical examination program is to ensure that employees have the physical ability to perform their jobs safely, not to discipline or terminate employees. The Village shall be entitled to receive a medical report. The employee shall receive a complete copy of all physical examination tests and conclusions. In the event the employee is determined not fit for duty, the Village shall be entitled to know the basis for such diagnosis. Employees will then be encouraged to seek medical assistance to correct the condition which shall be coordinated by the employee's personal physician and the Village physician prior to reinstatement to duty. If the employee's physician and the Village's physician differ, the Union and the Village shall agree on a third doctor who is board certified or possesses a special expertise in the specialty that is related to the condition that is the subject of dispute. The opinion of the third doctor shall prevail and his fees shall be divided equally between the Village and the employee.

Section 4. Training in Severe Weather

Previously scheduled outdoor training exercises shall be reconsidered and reasonable common sense accommodations shall be made by the Fire Chief or designee when there is extreme weather relating to temperature, wind and/or lightning conditions.

ARTICLE 26 PARAMEDICS

Section 1. Training

Paramedic training shall normally take place during regular duty hours. Where training activities are required at a time when a participant is not regularly scheduled to work, such training shall be compensated in accordance with Article 10. Employees may also enroll in additional educational courses and seminars offered by outside agencies at no cost to employees to enhance their skills as Paramedics where such enrollment is approved by the Fire Chief.

Section 2. Licensure

If an employee is unable to obtain his paramedic license within the initial probationary period, an extension of the probationary period may be granted upon the mutual agreement of the Village and the Union.

Section 3. Liability Coverage

The Village will provide liability coverage for employees operating within the scope of their employment.

ARTICLE 27 VILLAGE PROPERTY

Section 1. Copiers, Fax Machines and Computers

The use of Village property for personal use is prohibited, except it will grant reasonable requests for the use of copiers and fax machines. The Village will allow use of departmental computers at each fire station. Each bargaining unit member will be set up with village email and shall comply with the Villages existing administration policy 98-03. Limited personal use is allowed during non-working hours. The computers will be maintained and contain software consistent with Village practice. The Union shall be able to provide a Wifi network hot spot at each station. Requests to use the copiers, fax machines or computers shall not be unreasonably withheld.

ARTICLE 28 FIRE AND POLICE COMMISSION

- A. The parties recognize that the Board of Fire and Police Commissioners of the Village of Libertyville has certain statutory authority as described in the Illinois Municipal Code, 65 ILCS § 10-2.1 et seq. over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations within the subject area of such authority. Nothing in this Agreement is intended in any way to replace or diminish such authority of the Board of Fire and Police Commissioners, unless specifically provided for in this Agreement, in which case the terms of this Agreement shall take precedence as provided by Section 15 of the Illinois Public Labor Relations Act, 5 ILCS 315/15.
- B. In accordance with the Municipal code 65 ILCS § 10-2.1-4, 2009, the Fire and Police Commission shall issue "Certificates of Appointment" to all members of the fire department who have been or may be appointed to full time positions from eligibility rosters administered by the commission.
- C. Qualified Personnel - Qualified personnel shall consist of persons who hold certificates of appointment to the Fire Department from a valid register of eligible's established by the Village of Libertyville Fire and Police Commission. Effective June 1, 2008 and thereafter the Employer shall not use any person who has not qualified for regular appointment under the provisions of Division 2 as a temporary or permanent substitute for classified full time members of the bargaining unit who hold "Certificates of Appointment" to the Fire Department from a valid register of eligible's by the Village of Libertyville Fire and Police Commission. Except as follows:

**ARTICLE 29
LABOR MANAGEMENT CONFERENCE**

Section 1. Meeting Request

The Union and the Village agree that in the interest of efficient management and harmonious employee relations, quarterly meetings shall be held if mutually agreed between the Union President and the Fire Chief or his designee. The Labor Management Conference shall be attended by three (3) Village representatives appointed by the Fire Chief and three (3) Union representatives appointed by the Union President. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the Village which may affect employees;
- (d) safety and health issues;
- (e) workplace violence matters.

Section 2. Content

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

**ARTICLE 30
NO SOLICITATION**

The Village acknowledges and recognizes the rights of its employees and the Union to exercise their First Amendment rights to free speech. The Union acknowledges and recognizes the Village's proprietary rights to its name and property. Accordingly, except as expressly authorized by the Village, the Union agrees that (1) none of its officers, agents or bargaining unit members will solicit any person or entity for contributions or donations on behalf of the Village, including the Village's Fire Department; (2) the Village's name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes; and (3) solicitation by bargaining unit employees may not be done in uniform or on work time or in work areas. Neither the Union nor its agents or representatives may use the words "Village of Libertyville" or "Village of Libertyville Fire Department" or "Libertyville Firemens' Association" in its name. Bargaining unit employees shall have the right to explain to the public, if necessary, that they are members of the Libertyville Professional Fire Fighters Association, Local No. 3892. The parties agree that the foregoing restrictions shall be equally enforced against the Libertyville Firemens' Association or any successor or similar organization that may be created.

**ARTICLE 31
DISCIPLINE AND DISCHARGE**

Section 1. Discipline

Discipline in the Fire Department for minor offenses shall be progressive and corrective in nature, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Village shall be for cause (probationary employees without cause). Where the Village believes cause exists to institute disciplinary action, the Fire Chief or his designee(s) shall have the option to assess, among others, the following penalties:

- * Oral reprimand. Oral reprimands recorded in an employee's personnel file shall not be used after 1 year to justify subsequent and more severe disciplinary action, except for related offenses, to establish a pattern of misconduct or to demonstrate progressive and corrective discipline.
- * Written reprimand.
- * Suspension without pay (up to 5 days by the Fire Chief as provided by 65 ILCS 5/10-2.1-17, as amended). The Fire Chief may also recommend suspensions in excess of five (5) days (to a maximum of thirty (30) days or discharge) to the Board of Fire and Police Commissioners ("BFPC") as authorized by 65 ILCS 5/10-2.1-17, as amended.
- * Demotion.
- * Dismissal.

The penalties assessed by the Fire Chief should be commensurate with the offense. Any disciplinary action assessed by the Fire Chief or his designee(s) shall be only for just cause and, except for oral reprimands, may be appealed through the grievance procedure.

If the Village has reason to reprimand an employee, it shall generally be done in a manner that will not embarrass the employee before other employees or the public, and employees will conduct themselves in such a fashion as not to cause the Village to embarrass the employee before other employees or the public.

Section 2. Disciplinary Investigations

When the Village questions or interviews an employee concerning a matter that could potentially lead to disciplinary action of that employee, the Village shall:

- (1) Upon request of the employee allow a Union officer or steward, if available, to be present during the interview in accordance with requirements of the decisions of the Illinois Labor Relations Board.
- (2) In addition, in the case of questioning related to an investigation of misconduct which could potentially be the basis of a suspension in excess of seventy-two (72)

hours, any questioning shall be conducted in accordance with the standards of the Firemen's Disciplinary Act (50 ILCS 745/1, as amended).

- (3) Investigations shall commence within ten (10) days of the date the Fire Chief becomes aware of alleged misconduct and conclude no later than one hundred twenty (120) days thereafter. The time requirements for commencing and concluding investigations may be extended for special circumstances. Any violation of the time requirements for investigations under this section shall not be grounds for voiding the discipline.

Section 3. Suspension or Discharge

The parties recognize that the Fire Chief and the BFPC have certain statutory authority over employees covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 *et seq.* The terms of this section are nevertheless intended to supplement the authority of the Fire Chief and the BFPC by providing non-probationary employees with the right to choose between having a dispute as to disciplinary action resolved through a hearing before an arbitrator selected according to the grievance/arbitration procedure of this Agreement or by hearing conducted by the BFPC. In accordance with Section 15(b) and (c) of the Illinois Public Labor Relations Act, 5 ILCS 315/15(b)(c), in the event of any conflicts between this procedure and a Village ordinance or BFPC rules, the provisions of this Agreement shall take precedence. In computing a time period under Article 31, Section 3 where the word "days" is used, it shall be defined as weekdays and shall exclude the holidays recognized in Article 19 of this Agreement.

A. Suspensions of Five (5) Days or Less. Upon receipt of service of a notice of an unpaid suspension of five (5) days or less, the employee may elect to appeal the suspension to the BFPC or the employee may appeal under the grievance and arbitration procedure (with the approval of the Union) in Article 12 of this Agreement. Such notice will be delivered directly to the employee. The employee shall notify the Village of their election by completing the written statement (Option 1 or 2 Appendix D) and delivering the statement to the Fire Chief or his designee within five (5) days of the suspension notice to the employee. The option to proceed to arbitration or the BFPC are mutually exclusive and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the BFPC, and no relief shall be available under the BFPC with respect to any matter which, at the employee's option (with the approval of the Union), is appealed to the grievance and arbitration procedure set forth in Article 12 of this Agreement.

B. Suspensions of More Than Five (5) Days or Discharges. Upon receipt of service of charges for an unpaid suspension of more than five (5) days or discharge, the employee may elect to have the disciplinary hearing heard by the BFPC or the employee may have the option (with the approval of the Union) to proceed to the grievance and arbitration procedure in Article 12 of this Agreement. Such charges will be delivered directly to the employee. The employee shall notify the Village of their election by completing the written statement (Option 1 or 2 Appendix D) and delivering the statement to the Fire Chief or his designee within five (5) days of the charges to the employee. The option to proceed to arbitration or the BFPC are mutually exclusive and

no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the BFPC, and no relief shall be available under the BFPC with respect to any matter which, at the employee's option (with the approval of the Union), is appealed to the grievance and arbitration procedure set forth in Article 12 of this Agreement.

C. The Board Of Fire And Police Commissioners Option. If the employee elects to have the disciplinary action or proposed disciplinary action heard by the BFPC, the employee's appeal shall be governed by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 *et seq.* and the Rules and Regulations of the BFPC. The Fire Chief shall not file formal charges with the BFPC until the employee has notified the Village in writing of his irrevocable option to have the appeal heard before the BFPC within the five (5) day period specified above.

D. Grievance and Arbitration Option. If the employee elects (with the approval of the Union) to have the appeal heard through the grievance and arbitration option, the written statement at Appendix D shall constitute the grievance and, when received by the Fire Chief, shall be considered filed at the arbitration step (Article 12, Section 3) of the grievance procedure of this Agreement. If the employee elects arbitration, the charges shall form the basis of the case before the arbitrator. Any disciplinary grievance filed without Appendix D shall not be arbitrable and the arbitrator shall have no jurisdiction to consider it.

Upon receipt of Appendix D by the Fire Chief in which the employee (with the approval of the Union) elects arbitration, the Fire Chief shall file Appendix D and the charges with the BFPC. Upon receipt of Appendix D and the Charges, the BFPC shall issue an order implementing the Fire Chief's recommendation for discipline within ten (10) days of the filing of Appendix D and the charges without further hearing. If the BFPC fails to act within the 10-day period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the Fire Chief. In either event, the grievance as to whether such BFPC action is supported by just cause shall be heard before an arbitrator as provided for in Article 12.

E. Appendix D Not Filed At All Or Not Timely Filed. If Appendix D is not filed (or not timely filed) with the Fire Chief within the five-day period noted above, the charges shall proceed to hearing and a determination shall be made by the BFPC.

F. Finality of Decision and Judicial Review. The decision of an arbitrator or the BFPC, whichever is applicable, with respect to any disciplinary action shall be final and binding on the employee, the Union, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option selected.

1. The Board of Fire and Police Commissioners Option. Any appeal of a BFPC decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 *et seq.*

2. Grievance and Arbitration Option. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the Illinois Public Labor Relations Act, 5 ILCS 315/8.

ARTICLE 32 RULES AND REGULATIONS

The Village may adopt, change or modify rules and regulations. The Village agrees to post or make available in the department, a copy of its applicable rules and regulations where such rules and regulations exist in writing. Whenever the Village changes the rules and regulations or issues new rules and regulations applicable to employees, the Union and the employees will be given at least ten (10) days prior notice, absent emergency, before the effective date of the rules and regulations. Such notice shall include the identification of the existing rules and the changes proposed for the new rule. If the proposed rule related to a matter that is not separately covered by a term of this Agreement and constitutes a mandatory subject of bargaining, upon written notice from the Union filed with the Chief within ten (10) days of receipt of notice, the Village shall bargain in good faith over the proposed rule. The Union may discuss such proposed rules and regulations with the Village before they become effective if the Union so requests.

ARTICLE 33 DRUG AND ALCOHOL TESTING

Section 1. Statement of Policy

It is the policy of the Village and the bargaining unit that the public has the reasonable right to expect persons employed by the Village to be free from the use of drugs and the abuse of alcohol. The Village has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 2. Prohibitions

Employees shall be prohibited from:

- a) Being unfit for duty due to the use of alcohol or illegal drugs during the course of the workday;
- b) Failing to report to the supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- c) Using, selling, or possessing drugs at any time while employed by the Village;
- d) Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business.

e) **Compassionate Use of Medical Cannabis Pilot Program Act:**

A “Qualifying Patient” under the Act is prohibited from and subject to discipline under Article 33, Section 8: Discipline if they are found using, possessing, or being under the influence of legally prescribed medical cannabis during work hours, on Village Property, or anywhere conducting business on behalf of the Village. Unless otherwise noted, “Qualified Patients” are required to comply with the collective bargaining agreement, Article 33, Drug and Alcohol Testing and will apply to those employees on the same basis as any other employee who violates a provision of the CBA.

Section 3. Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that an employee is unfit for duty due to the use of alcohol during the course of the work day or use or possession of illegal drugs or legal drugs that are being used illegally, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel must certify their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein. There shall be no random or unit wide testing of employees, except random testing of an individual employee as authorized in § 8 below.

Reasonable suspicion exists if the facts and circumstances warrant a rational inference that the person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

- 1) Observable phenomena, such as direct observation or use and/or the physical symptoms of impairment by alcohol or controlled substances;
- 2) Information provided by an identifiable third party which is independently corroborated.

It is understood that drug or alcohol tests may be also required under the following conditions:

- a) When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
- b) When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
- c) When an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
- d) When an employee is involved in an on-duty accident where there are personal injuries as a result.
- e) When required by law.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

Section 4. Order to Submit to Testing

Prior to ordering an employee to submit to testing, the Village will provide the employee with a preliminary written notice of the facts or inferences upon which the Village based its conclusion of reasonable suspicion; that list may be supplemented by the Village within 24 hours after the order to test. An employee shall have a reasonable period of time to consult with a representative of the Union and/or legal counsel prior to any questioning. Refusal to comply with the order to submit to testing may subject the employee to discipline, but the taking of the test shall not result in a waiver of any objections or right the employee may have.

Section 5. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Village shall:

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

- h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understanding expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- i) require that with regard to alcohol testing, for the purpose of determining whether the employee is unfit for duty due to the use of alcohol, test results show an alcohol concentration of .01 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
- j) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results within 24 hours after receipt by the Village;
- k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest

The Union and/or the 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 notice to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the tests or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 7. Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for any alcohol or prescription drug related problems prior to any order to test, other than the Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8. Discipline

Except as provided for in paragraph C below, in the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, the employee shall be subject to disciplinary action as follows:

- a) Under the influence of alcohol: Verbal reprimand to a maximum of three (3) duty days suspension.
- b) Under the influence of illegal drugs: Verbal reprimand to a maximum of ten (10) duty days suspension.
- c) First time infractions standing alone may not warrant disciplinary action beyond that provided for in paragraphs A and B above. However, when viewed in light of the severity of the infraction and all the surrounding facts and circumstances, more extreme disciplinary action, up to and including discharge, may be appropriate for a first time infraction.

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of alcohol during the hours of work, may be subject to discipline, up to and including discharge if circumstances warrant. Employees shall be subject to discipline, up to and including discharge, if it is established that they are using, buy or selling illegal drugs at any time during their employment with the Village.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or taken an unpaid leave of absence, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol abuse.

Employees who are called back to work outside of their normal work hours by a supervisor, shall advise the supervisor of any alcohol consumption, or use of prescription drugs, and the amount of said use. The supervisor shall then make a determination whether the employee will be called into work. If the employee is ordered into work after such notification is made to the supervisor, there shall be no adverse employment action taken against the employee for reporting to work impaired from either alcohol or prescription drugs.

Section 9. Definition of a Positive Result

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

	<u>Initial Test Level</u>
Marijuana metabolites	100 ng/ml
Cocaine metabolite Benzoyllecgonine	300 ng/ml
Opiate metabolite	300 ng/ml
Amphetamines	1000 ng/ml
Phencyclidine	25 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml

All specimens identified as positive on the initial screening tests shall be confirmed using GC/MS techniques at the cutoff levels listed below:

	<u>Confirmatory Initial Test Level</u>
Marijuana metabolites (Delta-9-THC Carboxylic)	15 ng/ml
Cocaine metabolite Benzoyllecgonine	150 ng/ml
Opiate metabolites:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	
Amphetamine or Methamphetamine	25 ng/ml
Phencyclidine	25 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines	50 ng/ml

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise, the parties agree to meet promptly to negotiate the respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the Village may for good cause (i.e. NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding subject to challenge by the Union through the grievance procedure.

ARTICLE 34 POLITICAL ACTIVITY

Nothing shall prohibit any employee from exercising his full political rights to engage in political activities, including the right to petition, make speeches, campaign door to door, and to run for public office, so long as the employee does not use his official position to coerce or influence others and does not engage in these activities while he is at work on duty.

Employees elected to the office of Mayor, Village Clerk or Trustee of the Village of Libertyville must resign from employment with the Village upon taking the oath of office.

**ARTICLE 35
SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, or by reason of any existing or subsequently enacted Federal or State legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically noted in the board, agency, court decision or legislation and the remaining parts of this Agreement shall remain in full force and effect. The subject matter of such invalid and unenforceable Article, section or portion of the Agreement shall be open for negotiation by the parties within thirty (30) days of the request of either party. During the course of such negotiations, Article 13, No Strike-No Lockout, shall remain in full force and effect.

**ARTICLE 36
COMPLETE 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, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. All prior practices, policies and agreements, whether written or oral that are contrary to the express terms of this Agreement are superseded 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:

1. the impact of the exercise of the Village's management rights as set forth herein on any terms and conditions of employment; or
2. 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 37
PROMOTIONS TO RANK OF LIEUTENANT**

Section 1. General

Promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act, effective August 4, 2003 (50 ILCS 742) and as amended, SB2070 (2008) (hereinafter the "Act"), and the rules and regulations of the Libertyville Board of Fire and Police Commissioners (the "Commission"), to the extent they are not inconsistent with the terms of this Article, the Act and other written agreements between the parties under this Article. For purposes of this Article and application of the Act, the Commission shall be the "appointing authority", and the lawfully authorized officials of the Village shall be the "corporate authorities".

Section 2. Vacancies

This Article applies only to promotions to vacancies in the rank of Lieutenant. A vacancy in such position 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 3. Eligibility

Candidates for the rank of Lieutenant shall have the following requirements prior to the testing date in order to take the test. All promotions shall be made from employees in the next lower rank who have:

- at least five (5) years as a Village of Libertyville fire fighter; or
- at least four (4) years as a Village of Libertyville fire fighter with a Bachelors Degree or an Associates degree in Fire Science;
- Company Fire Officer (Fire Officer I) Certification – Beginning with the first promotional exam on or after January 1, 2024.

Section 4. 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 filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional tests consisting of the following components weighted as specified:

	<u>%Weight</u>
1. Written examination	45%
2. Seniority	15%
3. Ascertained Merit	10%
4. Promotional Potential Rating	15%
5. Local Assessment Center	15%

Candidate’s scores for the written exam shall be made immediately available upon completion of their individual tests. Seniority and Ascertained Merit shall be totaled and posted, at minimum, the day before the written examination. Scores on the subjective components shall be posted immediately after they are tallied.

Section 5. Test Components

A. The components and order of testing shall be as follows:

1. Ascertained Merit.
2. Seniority Points
3. Promotional Potential Rating
4. Local Assessment Center
5. Written Examination

B. Administration of Components – Test components shall be administered as follows:

1. Ascertained Merit. Points shall be awarded to a maximum of 10 points as specified in the attached Appendix E. Ascertained Merit shall not be counted for any course/class/certification/license, ect. that is part of the prerequisite of a Firefighter. Some examples include but are not limited to and may change from time to time are FFII, Paramedic, NIMS, FAE, Awareness and Operation level classes of the State Fire Marshall. Courses having a license, certification or other expiration date must be current to be credited as Merit.

2. Seniority Points. Each candidate that is participating shall be awarded the applicable portion of the available credit of 15 Seniority Points corresponding to the candidate's years of service on the attached schedule. Credit for years of service shall be calculated in full years of continuous length of service as defined in Article 22, Section 1, based upon each candidate's anniversary date falling within the calendar year in which the written examination is administered.

<u>Years of Service</u>	<u>Application Points</u>
4	3.00
5	3.75
6	4.50
7	5.25
8	6.00
9	6.75
10	7.50
11	8.25
12	9.00
13	9.75
14	10.50
15	11.25
16	12.00
17	12.75
18	13.50
19	14.25
20	15.00

3. Promotional Potential Rating. Candidates shall be evaluated by the Village Fire Chief ("Chief"), Assistant Chiefs, Lieutenants, and non-probationary Firefighters as to various attributes shown in Appendix F, in a manner consistent with Section 50 of the Act. All personnel in each rank shall voluntarily complete a PPR form rating each candidate for the position of Lieutenant. The PPR form will be anonymous and completed on duty in the station. Each attribute in Appendix F (twenty total - 20) will be rated from 1 to 5 points on a scale of 100, and then weighted as follows. Points awarded in the PPR shall be administered as follows: Chief - 6%, Deputy Chief – 2%, Assistant Chiefs - 2%, Lieutenants - 2%, non-probationary Firefighters - 3%.

4. Local Assessment Center. Candidates shall be evaluated by the Assessment Board described below as to leadership, supervisory and other traits, qualities and skills in a manner consistent with Section 50 of the Act. The assessment shall include evaluation of the following categories:

Leadership
Teamwork
Performance under stress of emergency
Ethics and Values
Tactical fire suppression simulation

The factors to be considered in the assessment of each category are attached as Appendix G. Said assessment may include oral interviews.

The Assessment Board shall consist of the following five (5) persons: Three (3) members of the Commission; one (1) member appointed by the Union (Captain and above, active or retired from the Chicago Metro area); and one (1) member appointed by mutual agreement of the Village and the Union. The Assessment Board shall meet by mutual agreement, shall act by majority vote, and may adopt such procedures and policies as would further the purposes hereof. The Assessment Board may, but shall not be required to, engage the services of outside evaluation consultants and professionals.

Any candidate selected to be on the Assessment Board for the purpose of an oral interview will not be required to be certified Assessors administered by the State Fire Marshal's Office.

5. Written examination - Shall be administered as provided in Section 35 of the Act. The minimum passing score shall be 70%.

6. The minimum passing score for the aggregate of all components of the testing process shall be 70%.

Section 6. 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 scores of all components shall be added to produce a total score based on a scale 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 promotion list.

A candidate on a preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the department, may file a written application for that preference within ten (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 other applicable law, and added to the total score achieved by the candidate on the preliminary promotion list. 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 on a bulletin board in each station and copies provided to the Union and all candidates.

Section 7. Right to Review

The Union or any affected employee 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. Requests for review shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

With respect to any claimed violation of this Article, only disputes relating to a claim that the Village failed to follow the requirements of this Article in administering promotional tests may be resolved and remedied by filing a grievance as provided by Article 12 of this Agreement, subject to the following conditions:

A. Only objective grievances shall be allowed under the grievance procedure.

B. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

Section 8. Order of Selection

Whenever a Lieutenant's position is created or becomes vacant due to resignation, discharge, promotion, death, or granting of a disability or retirement pension, or any other cause, and the position continues to be funded and authorized by the corporate authorities, 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 ranking 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 (or, if remediable, have not been remedied), 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 12 of this Agreement.

Section 9. Maintenance of Promotional Lists

Final eligibility lists shall be effective for a period of three (3) years from the date of initial posting. The Employer shall take all necessary steps to ensure that the Fire and Police Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than thirty (30) days after the occurrence of the vacancy. As a list nears expiration, the Fire and Police Commission shall take all necessary steps to form the next list before the expiration of the current list.

ARTICLE 38 PROMOTIONS TO RANK OF ASSISTANT CHIEF

Section 1. General

Promotions to the rank of Assistant Chief shall be conducted in accordance with the provisions of the Fire Department Promotion Act, effective August 4, 2003 (50 ILCS 742) and as amended, SB2070 (2008) (hereinafter the "Act"), and the rules and regulations of the Libertyville Board of Fire and Police Commissioners (the "Commission"), to the extent they are not inconsistent with the terms of this Article, the Act and other written agreements between the parties under this Article. For purposes of this Article and application of the Act, the Commission shall be the "appointing authority", and the lawfully authorized officials of the Village shall be the "corporate authorities".

Section 2. Vacancies

This Article applies only to promotions to vacancies in the rank of Assistant Chief. A vacancy in such position 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 3. Eligibility

Candidates for the rank of Assistant Chief shall have the following requirements prior to the testing date in order to take the test. All promotions shall be made from employees in the next lower rank who have:

- at least two (2) years as a Village of Libertyville Lieutenant.
- Advance Fire Officer (Fire Officer II) certification.

Section 4. 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 filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional tests consisting of the following components weighted as specified:

	<u>%Weight</u>
1. Written examination	40%
2. Seniority	5%
3. Promotional Potential Rating	20%
4. Local Assessment Center	35%

Candidate's scores for the written exam shall be made immediately available upon completion of their individual tests. Scores on all other components shall be totaled and posted, at minimum, the day before the written examination.

Section 5. Test Components

A. The components and order of testing shall be as follows:

1. Seniority Points
2. Promotional Potential Rating
3. Local Assessment Center
4. Written Examination

B. Administration of Components – Test components shall be administered as follows:

1. Seniority Points. Each candidate that is participating shall be awarded the applicable portion of the available credit of 10 Seniority Points corresponding to the candidate's date of promotion to the rank of Lieutenant on the attached schedule. Credit for years of service shall be calculated in full years of continuous rank of Lieutenant as defined in Article 22, Section 1, based upon each candidate's anniversary date falling within the calendar year in which the written examination is administered.

<u>Years as Lieutenant</u>	<u>Application Points</u>
1	0.5
2	1.0
3	1.5
4	2.0
5	2.5
6	3.0
7	3.5
8	4.0
9	4.5
10	5.0

2. Promotional Potential Rating. Candidates shall be evaluated by the Village Fire Chief ("Chief"), Deputy Chief, Assistant Chiefs and Lieutenants as to various attributes shown in Appendix F, in a manner consistent with Section 50 of the Act. All personnel in each rank shall voluntarily complete a PPR form rating each candidate for the position of Assistant Chief. The PPR form will be anonymous and completed on duty in the station. Each attribute in Appendix F (twenty total - 20) will be rated from 1 to 5 points on a scale of 100, and then weighted as follows. Points awarded in the PPR shall be administered as follows: Chief - 12%, Deputy Chief – 3%, Assistant Chiefs - 3%, Lieutenants – 2%.

3. Local Assessment Center. Candidates shall be evaluated by the Assessment Board described below as to leadership, supervisory and other traits, qualities and skills in a manner consistent with Section 50 of the Act. The assessment may include evaluation of the following categories to name a few.:

Oral Interview
Problem Employee
Presentation
Tactical Simulation
In-Basket Simulation

Evaluation categories may change according to the use of any outside evaluation consultants and testing companies.

The Assessment Board shall consist of the following three (3) persons: The three (3) members of the Fire and Police Commission. The Assessment Board shall meet by mutual agreement, shall act by majority vote, and may adopt such procedures and policies as would further the purposes hereof. The Assessment Board may, but shall not be required to, engage the services of outside evaluation consultants and testing companies.

Any candidate selected to be on the Assessment Board for the purpose of an oral interview will not be required to be certified Assessors administered by the State Fire Marshal's Office.

4. Written examination - Shall be administered as provided in Section 35 of the Act. The minimum passing score shall be 70%.

5. The minimum passing score for the aggregate of all components of the testing process shall be 70%.

Section 6. 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 scores of all components shall be added to produce a total score based on a scale 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 promotion list.

A candidate on a preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the department, may file a written application for that preference within ten (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 other applicable law, and added to the total score achieved by the candidate on the preliminary promotion list. 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 on a bulletin board in each station and copies provided to the Union and all candidates.

Section 7. Right to Review

The Union or any affected employee 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. Requests for review shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

With respect to any claimed violation of this Article, only disputes relating to a claim that the Village failed to follow the requirements of this Article in administering promotional tests may be resolved and remedied by filing a grievance as provided by Article 12 of this Agreement, subject to the following conditions:

- A. Only objective grievances shall be allowed under the grievance procedure.
- B. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

Section 8. Order of Selection

Whenever an Assistant Chief's position is created or becomes vacant due to resignation, discharge, promotion, death, or granting of a disability or retirement pension, or any other cause, and the position continues to be funded and authorized by the corporate authorities, 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 ranking 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 (or, if remediable, have not been remedied), 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 12 of this Agreement.

Section 9. Maintenance of Promotional Lists

Final eligibility lists shall be effective for a period of three (3) years from the date of initial posting. The Employer shall take all necessary steps to ensure that the Fire and Police Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than thirty (30) days after the occurrence of the vacancy. As a list nears expiration, the Fire and Police Commission shall take all necessary steps to form the next list before the expiration of the current list.

**ARTICLE 39
DURATION**

Section 1. Duration and Notice.

This agreement and each of its provisions shall be effective as of May 1, 2023 and shall continue in full force and effect until April 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days (or by January 1, 2027) prior to the expiration date of this contract, that it desires to modify and/or amend this Agreement.

Section 2. Negotiations.

In the event such notice is given, negotiations shall commence thirty (30) days later (or by January 31, 2027).

Section 3. Impasse Resolution.

Notwithstanding any provision in this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations or impasse procedures for a new agreement are continuing. In the event that disputed, mandatory items cannot be resolved during the negotiations period, such disputed items shall be referred to impasse arbitration as procedurally provided and/or permitted by the Illinois Public Labor Relations Act.

EXECUTED this 26th day of JULY, 2023

VILLAGE OF LIBERTYVILLE

LIBERTYVILLE PROFESSIONAL
FIRE FIGHTERS ASSOCIATION
LOCAL 3892

Kelly A. Amidei
Village Administrator

Danussell Brewster
PRESIDENT
LIBERTYVILLE LOCAL 3892

APPENDIX A
DUES DEDUCTION AUTHORIZATION FORM

I, the undersigned member of the Libertyville Professional Firefighters Association Local 3892, hereby authorize and direct my employer, the Village of Libertyville, to deduct from my wages and to pay to the Local, or its authorized representative, the regular monthly dues of \$_____, which will be owed to the Local as a result of my membership therein. There is a one time initiation fee of \$50 which shall also be deducted from your wages and made payable to the Local.

This authorization shall continue to be in effect for successor contracts between the Village of Libertyville and the Libertyville Professional Firefighters Association Local 3892, although the dues may change during the term of the contract.

Member's name: _____ Date: _____

Member's signature: _____

APPENDIX C
WAGE SCHEDULE

FIREFIGHTER/PARAMEDIC

Eff. Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 20 Years
May 1, 2023 to April 30, 2024 3.50%	\$75,634	\$79,763	\$85,176	\$90,588	\$95,131	\$99,890	\$104,868	\$110,101	\$115,614	\$116,620
May 1, 2024 to April 30, 2025 3.50%	\$78,281	\$82,555	\$88,157	\$93,759	\$98,461	\$103,386	\$108,539	\$113,955	\$119,660	\$120,701
May 1, 2025 to April 30, 2026 3.50%	\$81,021	\$85,444	\$91,242	\$97,041	\$101,907	\$107,005	\$112,338	\$117,943	\$123,848	\$124,926
May 1, 2026 to April 30, 2027 3.50%	\$83,856	\$88,435	\$94,436	\$100,437	\$105,473	\$110,750	\$116,269	\$122,071	\$128,183	\$129,298

APPENDIX C
WAGE SCHEDULE

LIEUTENANT/PARAMEDIC

Eff. Date	Start	After 1 Year	After 2 Years	After 3 Years	After 20 Years
May 1, 2023 To April 30, 2024 3.50%	\$117,289	\$123,156	\$129,313	\$134,841	\$136,013
May 1, 2024 To April 30, 2025 3.50%	\$121,394	\$127,466	\$133,839	\$139,560	\$140,774
May 1, 2025 To April 30, 2026 3.50%	\$125,643	\$131,927	\$138,523	\$144,445	\$145,701
May 1, 2026 To April 30, 2027 3.50%	\$130,041	\$136,545	\$143,372	\$149,500	\$150,801

APPENDIX C
WAGE SCHEDULE

LIEUTENANT/PARAMEDIC

An Officer who completes twenty (20) years of employment to the Department shall be paid according to the pay scale below.

Eff. Date	Start	After 1 Year	After 2 Years	After 3 Years
May 1, 2023 To April 30, 2024 3.50%	\$118,310	\$124,227	\$130,437	\$136,013
May 1, 2024 To April 30, 2025 3.50%	\$122,450	\$128,575	\$135,002	\$140,774
May 1, 2025 To April 30, 2026 3.50%	\$126,737	\$133,075	\$139,727	\$145,701
May 1, 2026 To April 30, 2027 3.50%	\$131,172	\$137,733	\$144,618	\$150,801

APPENDIX D

OPTION 1: ELECTION TO USE THE GRIEVANCE/ARBITRATION PROCEDURE REGARDING SUSPENSIONS AND TERMINATIONS WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE LIBERTYVILLE BOARD OF FIRE AND POLICE COMMISSIONERS.

I, _____, being subject to suspension from duty with or without pay or termination of employment by the Village of Libertyville Fire Department hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the Collective Bargaining Agreement between the Village of Libertyville and the Libertyville Professional Fire Fighters Association, Local 3892.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of review before the Board of Fire and Police Commissioners. By electing to file a grievance over my suspension or discharge, I hereby release the Village of Libertyville, the Village of Libertyville Board of Fire and Police Commissioners and the Libertyville Professional Fire Fighters Association, Local 3892, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this ___ day of _____, 20__.

By: _____
Employee

Libertyville Professional Fire Fighters
Association, Local 3892

Subscribed and sworn to before me this
___ day of _____, 20__.

Notary Public, Illinois

My commission expires: _____

Received by the Fire Chief or his designee:

By: _____

Date: _____, 20__.

OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE VILLAGE OF LIBERTYVILLE AND TO WAIVE GRIEVANCE/ ARBITRATION PROCEDURE

I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my suspension without pay or my termination.

I, _____, being subject to discipline by the Village of Libertyville Fire Department (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Libertyville in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of an arbitration hearing under the grievance procedure of this Agreement.

By electing to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Libertyville, the Libertyville Board of Fire and Police Commissioners and the Libertyville Professional Fire Fighters Association, Local 3892, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this ___ day of _____, 20__.

By: _____
Employee

Libertyville Professional Fire Fighters
Association, Local 3892

Subscribed and sworn to before me this
___ day of _____, 20__.

Notary Public, Illinois My commission expires: _____

Received by the Fire Chief or his designee:

By: _____

Date: _____, 20__.

APPENDIX E
ASCERTAINED MERIT

The classes, certifications, programs, etc. listed in the Ascertained Merit section represent the current names and descriptions used during this contract's inscription. Ascertained Merit shall not be denied due to changes in course, program, or certification title so long as the educational intent fulfills those of their predecessors. Candidates shall be awarded points to a maximum of ten (10) for ascertained merit as follows.

Formal Education

<u>College Completed</u>	<u>Points</u>
Associate Degree	2.5
Bachelor's Degree	5.0
<u>College Credits Hours</u>	<u>Points</u>
3-30 Credit Hours	0.5
31-60 Credit Hours	1.0
61-90 Credit Hours	1.5
91-120 Credit Hours	2.0

Fire and EMS Training

<u>OSFM Certifications</u>	<u>Points</u>
Company Fire Officer or FOI	2.5
Advanced Company Fire Officer or FOII	2.5
Fire Investigator	1.5
Chief Fire Officer	1.0
Fire Department Incident Safety Officer	1.0
Fire Prevention Officer	1.0
Training Program Manager	1.0
Other OSFM Programs	0.5
Technician Level Certs.	0.5
ACLS/PALS/BTLS/PHTLS	0.5
FEMA/NFA Certifications (Max 2 points, Online Certifications Do Not Apply)	0.5

LFD Special Teams and Services

Active MABAS SRT Member	2.5
Active Fire Investigation Team Member	2.5
Public Education Team Member	1.5
Acting Lieutenant (min. 5 assignments)	1.0
Car Seat Technician	0.5

Additional Contributions

Union Officer (President/VP/Secretary/Treasurer)	2.0
Pension Board	1.0

(Points will only be given for at least one full term regardless of active or previous service)

Other

Promotional candidates who made the previous Lieutenant's promotional list with an 80% or higher shall receive one (1) point.

No Cumulative Points

You will only receive the highest points from a single source in the ascertained merit section.

Example: An Active Fire Investigation Team member (2.5) would not also receive points for OSFM Fire Investigator (1.5). They would receive 2.5, the highest points from a single source.

Additionally, candidates will only receive the highest points from one source of redundant education and training.

Example: If a candidate had previously completed OSFM Fire Investigation I (0.5 points) and then completed OSFM Fire Investigator (1.5), they would only receive 1.5 points from the highest source.

Points are not cumulative within a single category.

Example: If a candidate had obtained their bachelor's degree in Fire Science (5.0 points), they would not also receive points for 120 hours of college credit (2.0). They would only receive the highest source of 5.0 points.

Example: If a candidate is on multiple MABAS Special Response Teams, they would only receive 2.5 points.

APPENDIX F

**Libertyville Fire Department
Promotional Potential Rating Evaluation Form**

Candidate Name:

Evaluator Name: (Optional) _____

Evaluator Rank: (Mandatory) _____ Total Score: _____

The Promotional Potential Rating evaluation reflects and recognizes a candidate's potential long-term value to the Libertyville Fire Department as evidenced by his/her professional performance, growth, and integrity. This worksheet has been designed to obtain an unbiased rating by fire department members for each candidate.

A rating system of 1 - 5 will be used for each category. A brief explanation is provided as a base for your rating. Please base your perceptions on your individual observations. You may not discuss your rating with other personnel while the evaluation is in process.

Rating System:

- 1 = Unsatisfactory or Never
- 2 = Poor or Seldom
- 3 = Average or Usually
- 4 = Above Average or Almost Always
- 5 = Excellent or Always

A. LEADERSHIP

1. Leads others by example: Score: _____

Refers to candidate's ability to:

- Work performance is an example to follow
- Do the right thing, even when no one is looking
- Is looked at as a leader by his co-workers

2. Is effective in motivating others: Score: _____

Relates to candidate's ability to:

- Positively influence others
- Job performance motivates others
- Motivate and lead to achieve results

3. Can make unpopular decisions when necessary: Score: _____

Refers to candidate's ability to:

- Make the right decision among co-workers
- Follow prescribed policies
- Holds personnel accountable
- Explains and supports unpopular decisions

4. Is a creative problem solver: Score: _____

Refers to candidate's ability to:

- Provide solutions when/as needed
- Listens to employees ideas

5. Has excellent time management skills: Score: _____

Refers to candidate's ability to:

- Plan and schedule work time within given parameters
- Reports and projects are complete and timely

B. TEAMWORK

6. Contribution to the group: Score: _____
Refers to candidate's ability to:
- Positively influence a team
 - Performs routine tasks to accomplish the goal
 - Be team oriented
7. Supportive of other team members: Score: _____
Refers to candidate's ability to:
- Display a positive attitude toward the team
 - Compliment other employees
 - Assist others when asked
8. Able to adapt too many points of view: Score: _____
Refers to candidate's ability to:
- Be open minded to the goal.
 - Cooperate with given direction
 - Put team over self
9. Able to give encouragement: Score: _____
Refers to candidate's ability to:
- Compliment employees for job well done
 - Encourage employees to do their best
 - Give constructive criticism to peers
10. Shows initiative: Score: _____
Refers to candidate's ability to:
- Display a pro-active ability to develop personnel
 - Initiate activity in accordance with the department's mission
 - Initiate activity without assignment
 - Personally contribute toward the improvement of the department

C. PERFORMANCE UNDER STRESS OF EMERGENCY:

11. Remains calm: Score: _____

Refers to candidate's ability to:

- Not allow his/her stress to bring down the team
- Handle emergencies appropriately under emergency conditions
- Treats personnel with respect when under stress of the emergency

12. Thinks clearly Score: _____

Refers to candidate's ability to:

- Manage situations for a positive outcome under stress
- Follow department protocols under stress of emergency
- adapt to changing conditions in an emergency

13. Assesses and controls situations: Score: _____

Refers to candidate's ability to:

- Size up emergencies
- Stop or control the loss
- Provide proper and accurate feedback to Incident Command

14. Gives proper consideration for safety: Score: _____

Refers to candidate's ability to:

- Follow department rules and regulations
- To recognize hazards and address them
- Know their job and the inherent hazards of each emergency

15. Takes appropriate action and able to adapt: Score: _____

Refers to candidate's ability to:

- Be flexible to changing conditions
- Recognize problems and problem solve
- Follow commands and report changing conditions

D. ETHICS AND VALUES:

16. Is dependable: Score: _____

Does the candidate:

- Require little supervision or instruction
- Complete assignments on time

17. Is honest, trustworthy and has a high level of integrity: Score: _____

Refers to candidate's ability to:

- Be honest even when they make a mistake
- Be trusted by their coworkers

18. Respects others and shows compassion: Score: _____

Refers to candidate's ability to:

- Respect peers and supervisors
- Care for the well being of the public we serve

19. Will stand up for his/her convictions: Score: _____

Refers to candidate's ability to:

- Mention when something is wrong/incorrect
- Follow orders and discuss differences at a later time during an emergency

20. Obeys laws and Ordinances: Score: _____

Refers to candidate's ability to:

- Follow rules and regulations of the Department and Village
- Follow the Collective Bargaining Agreement
- Follows laws of the State.

**APPENDIX G
SUBJECTIVE FACTORS
FOR LOCAL ASSESSMENT CENTER**

LEADERSHIP

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Leads others by example
- Is effective in motivating others
- Can make unpopular decisions when necessary
- When appropriate, allows group to devise solutions to problems rather than insisting on doing it “my way”
- Sensitive to the needs of others
- Is a creative problem solver
- Can align teams strengths and weaknesses
- Has excellent time management skills

TEAMWORK

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Contribution to the group
- Supportive of group’s goal, even when you personally disagree
- Supportive of other team members
- Able to adapt to many points of view
- Able to motivate without manipulating
- Able to give encouragement
- Shows initiative
- Shows compassion

PERFORMANCE UNDER STRESS OF EMERGENCY

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Remains calm
- Thinks clearly
- Assesses controls situations
- Gives proper consideration for safety
- Takes appropriate action and able to adapt

ETHICS AND VALUES

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Is dependable
- Is honest, trustworthy and has a high level of integrity
- Respects others
- Will stand up for his/her convictions

**APPENDIX H
SIDE LETTER COFFEE**

December 4, 2003 (New Signing February 2009 update information)

Mr. Mike Hall, Union President
Libertyville Professional Fire Fighters Association, Local 3892
P.O. Box 117
Libertyville, IL 60048

Re: Contract Negotiations/Coffee

Dear Mike:

This letter confirms our understandings regarding the subject of coffee between the Village of Libertyville ("Village") and the Libertyville Professional Fire Fighters Association, Local 3892 ("Union").

The Village agrees to provide coffee, filters, cream and sugar for the coffee makers at all Village owned stations so long as the Village maintains a Village-wide practice of providing the foregoing items in other departments.

If the understandings contained in this letter comport with yours, please date and sign this letter and return it to me.

Very truly yours,

Terrence T. Creamer

cc: Chief Richard M. Carani

AGREED

Date

APPENDIX I



Firefighter Professional Development 5 Year Progression



ENTRY LEVEL FIREFIGHTER Year1	ENTRY LEVEL FIREFIGHTER/PARAMEDIC Year1	FIREFIGHTER FF/PM Year2	FIREFIGHTER FF/PM Year3	FIREFIGHTER FF/PM Year4	FIREFIGHTER FF/PM Year5
LFD Probationary Credentials FSVO NIMS 100, 200, 700, 703, 706, 800 Approved Ambulance Driver <u>DEVELOPMENT</u> EMT - Paramedic	<u>RECOMMENDED</u> EMT - Paramedic Basic FF Certified LFD Probationary Credentials FSVO NIMS 100, 200, 700, 703, 706, 800 Approved Ambulance Driver <u>DEVELOPMENT</u> Vehicle Machine Operations Rope Operations	<u>RECOMMENDED</u> Vehicle Machinery Operations Rope Operations <u>DEVELOPMENT</u> FAE Confined Space Operations Advanced FF Blue Card IC ACLS, BTLS	<u>RECOMMENDED</u> FAE Confined Space Operations Advanced FF <u>DEVELOPMENT</u> Blue Card IC Instructor I ACLS, BTLS	<u>RECOMMENDED</u> Instructor I <u>DEVELOPMENT</u> Blue Card IC Company Fire Officer ACLS, BTLS	<u>RECOMMENDED</u> Blue Card IC Company Fire Officer <u>DEVELOPMENT</u> Advanced Fire Officer Instructor II ACLS, BTLS

March 2023 – This timeline is a guideline only.



Fire Officer Professional Development Progression



ACTING LT	LIEUTENANT			
<p><u>RECOMMENDED</u> Advanced FF Complete Acting Work Experience Journal Blue Card IC</p> <p><u>DEVELOPMENT</u> Company Fire Officer Instructor II Advanced Fire Officer Associated Degree Fire Service Leadership classes</p>	<p><u>RECOMMENDED</u> Company Fire Officer Incident Safety Officer Haz-Mat Incident Command NIMS 300 NIMS 400</p> <p><u>DEVELOPMENT</u> Instructor II Advanced Fire Officer Associate's Degree Fire Service Leadership classes Staff and Command</p>			

March 2023 – This timeline is a guideline only