



**ADDENDUM**  
**REGULAR VILLAGE BOARD MEETING**  
SEPTEMBER 26, 2023  
7:00 PM

**4. MAYOR AND BOARD OF TRUSTEES' REPORT**

- a. Consideration to adopt Resolution No. 49-23 authorizing the Mayor to execute a Collective Bargaining Agreement between the Village of Elk Grove Village and the Elk Grove Village Firefighters Association, Local No. 2340, International Association of Firefighters, AFL-CIO, CLC.

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ELK GROVE VILLAGE FIREFIGHTERS ASSOCIATION, LOCAL 2340, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

**Section 1:** That the Mayor and Board of Trustees hereby accept the

**AGREEMENT**

Between

**VILLAGE OF ELK GROVE VILLAGE, ILLINOIS**

and

**ELK GROVE VILLAGE FIREFIGHTERS ASSOCIATION,  
LOCAL NO. 2340, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, CLC**

**(May 1, 2024 through April 30, 2029)**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor.

**Section 2:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson  
Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

**AGREEMENT**

**Between**

**VILLAGE OF ELK GROVE VILLAGE, ILLINOIS**

**and**

**ELK GROVE VILLAGE FIREFIGHTERS ASSOCIATION,  
LOCAL NO. 2340, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, CLC**

**May 1, 2024 Through April 30, 2029**

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**ARTICLE I**  
**PREAMBLE**

This Agreement extension is entered into by the Village of Elk Grove Village, Illinois (hereinafter referred to as the “Employer” or the “Village”), and the Elk Grove Village Firefighters Association, Local No. 2340 of the International Association of Firefighters, AFL-CIO, CLC (hereinafter referred to as the “IAFF” or the “Union”) effective on the date that it is signed by both parties. This Agreement supersedes and is an extension of the parties’ collective bargaining agreement effective May 1, 2024 to April 30, 2029.



**ARTICLE II**  
**RECOGNITION**

The Village hereby recognizes the Union as the sole and exclusive Collective Bargaining representative for a bargaining unit consisting of:

All full-time sworn Fire Lieutenant Paramedics, Fire Lieutenants, Firefighter Paramedics, Firefighters and Probationary Firefighters in the Village of Elk Grove Village below the rank of Battalion Chief.

Excluded are all other employees, including but not limited to Battalion Chiefs, Assistant Chief, Deputy Chiefs, Chief, Training Officer, Fire Inspector, and all Supervisory, Managerial, Confidential, and professional employees as defined by the Act, and all other employees of the Fire Department and the Village of Elk Grove Village.

**ARTICLE III**  
**NON-DISCRIMINATION**

Section 3.1.    Discrimination Prohibited. The Village and the Union agree that they will not discriminate against any person with respect to Union membership or non-membership, age, sex, marital status, race, creed, national origin, religion, disability or political affiliation in violation of State or Federal Law.

Section 3.2.    Gender. Whenever a specific gender is used in this agreement, it shall be construed to include both male and female employees.

**ARTICLE IV**  
**UNION SECURITY AND RIGHTS**

Section 4.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective checkoff authorization form. The Village will honor all executed check off authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Village at any time during a sixty (60) day period prior to April 30 of each year of the contract. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article X (No Strike-No Lockout).

The actual dues amount to be deducted shall be certified to the Village by the Treasurer of the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 4.2. Union Indemnification. The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

**ARTICLE V**  
**UNION OFFICERS AND NOTIFICATION**

Section 5.1. Union Officers and Notification to the Union. For purposes of this Agreement, the term “Union Officers” shall refer to the duly elected representatives whose names and addresses shall be provided to the Village. All formal notifications to the Union shall be hand delivered to the Union President and/or Secretary while they are on duty and also sent to their Village issued email.

Section 5.2. Notification to the Village. All formal notifications to the Village shall be hand delivered to the Fire Chief or his designee in his absence and also sent via Village issued email.

**ARTICLE VI**  
**MANAGEMENT RIGHTS**

Except as specifically modified by any and all other articles of this Agreement, the Union recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are 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 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 by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; 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 VII**  
**DISCIPLINE AND DISCHARGE**

Section 7.1. Employee Rights. Employees shall have all rights as set forth in Chapter 24, Ill. Rev. Stat., Section 10-2, 1-17, to have their discipline cases reviewed by the Board of Fire and Police Commissioners. Employees shall have the alternative right to file grievances concerning discipline cases. The grievance procedure in Article IX and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police Commissioners. Furthermore, the filing of a grievance involving employee discipline shall act as a specific waiver by the Union and the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners and a form containing such a specific waiver shall be executed by the Union and the involved employee before a grievance may be filed under the grievance procedure. Employees initially seeking review by the Board of Fire and Police Commissioners may not subsequently elect to file a grievance under the grievance procedure. The election by an employee for review by the Board of Fire and Police Commissioners shall act as a waiver by the Union and the employee to proceed under the grievance procedure.

Discipline charges shall be filed with the Board of Fire and Police Commissioners and copies shall be sent to the Union.

Section 7.2. Employer's Authority. The authority of the Fire Chief shall be governed by Chapter 24, Ill. Rev. Stat., regardless of which forum the employee may select in which to contest the disciplinary action.

**ARTICLE VIII**  
**DRUG AND ALCOHOL TESTING**

The Village may require applicants to submit to a urinalysis test and/or other appropriate test as part of a pre-employment medical examination and may also require employees to submit to urinalysis test and/or other appropriate test if the Village determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. If an employee is directed to take such a test based on reasonable suspicion, the Village shall provide the employee, upon request, with a written statement of the basis for the Village's reasonable suspicion within 48 hours of the request. There shall be no random testing. The "other appropriate test" shall not include breathalyzer tests conducted by the Village's Police Department.

(a) The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

(d) Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Village and no one in the Fire Department shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Fire Chief and/or Deputy Fire Chief may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance.

(e) Unless there are circumstances warranting discipline in the first instance of testing positive for alcohol, such employee shall be referred to professional assistance without discipline.

(f) Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceedings involving the employee.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

Section 9.1. Definition of a Grievance. A “grievance” is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village alleging that there has been a violation, misinterpretation or misapplication of an express written provision of this Agreement.

Section 9.2. Procedure. In order to officially file a grievance under this Article, the grievance must be reduced to writing and submitted in a timely fashion on a mutually agreeable grievance form. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested.

Grievances submitted on which only partial information is supplied will be returned to the grievant(s) immediately for completion. It will not be considered as accepted until all information required on the form is provided.

It is to the benefit of both parties that issues falling under the jurisdiction of this provision be raised and settled in a timely fashion. Consequently, the steps and time limits as stated in this section shall be followed.

Step 1

An employee, with or without the Union representative, who has cause to believe that the Village or its agent(s) has violated a specific expressed written provision of the Agreement, may present in writing the issue to his immediate supervisor or a properly appointed designee. (A Firefighter’s immediate supervisor is his Lieutenant. A Lieutenant’s immediate supervisor is the Battalion Chief.)

The issue must be raised within ten (10) calendar days after the occurrence of the event first giving rise to the grievance or within ten (10) calendar days of when the grievant should have, through the use of reasonable diligence, become aware of the first event giving rise to the grievance.

The supervisor (or designee) shall be considered as having accepted the grievance when he signs the form in the manner indicated on the grievance form.

Acceptance of the grievance allegation does not waive the Village’s right to respond that the grievance was submitted in an untimely or incomplete fashion. The issue may or may not require discussion for clarification purposes. If the supervisor determines that it is necessary to meet to discuss the matter, such meeting shall be held at a time convenient to all parties involved, but no later than seven (7) calendar days following the official date of submission.

Following discussion of the issue the supervisor has a period of no longer than seven (7) calendar days to submit his written response to the grievant(s).

If no meeting is held on the allegation, the supervisor shall have no longer than seven (7) calendar days to respond.

Failure of the Village to respond in a timely fashion shall constitute a denial of the request of the grievance.



Step 2

If the issue is not resolved in the first step of this procedure, the employee will be entitled to take the allegation of violation to this next step. The issue shall be submitted in the written form as was submitted in the first step. The second step grievance shall, to the extent possible, specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure.

The second step allegation shall be submitted to the next level supervisor or his designee within five (5) calendar days of receipt of the prior step response or within five (5) calendar days of when the response was due. In the case of a Firefighter's grievance, the next level supervisor is the Battalion Chief. In the case of a Lieutenant's grievance, the next level supervisor is the appropriate Deputy Chief.

The grievance shall be considered as being accepted at this step upon signature by the next level supervisor. The same time limits and conditions apply at this step as applied at the previous step.

Step 3

All conditions, time limits and constraints as were applied at previous steps apply to this step. The management representatives at this step shall be the Chief or his designee and the Village's Personnel Officer in the case of either a Firefighter's or Lieutenant's grievance.

Step 4

The management representative at this step shall be the Village Manager or his designee. All conditions, time limits, and constraints as were applied at previous steps apply to this step, except that the Village Manager or his designee shall have fourteen (14) calendar days to respond.

Section 9.3. Arbitration. If the grievance is not resolved following completion of Step 4, the Union may advance the case to arbitration. A request for arbitration must be filed with the Village Manager's office within ten (10) calendar days following receipt of the Manager's response or within ten (10) calendar days of when the Manager's response was due.

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name. The other party shall strike a name, and so forth. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified jointly by the parties of his/her 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/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.

(f) The fees and expenses of the arbitrator shall be divided equally by the parties. All other costs, including the cost for a court reporter and transcript if desired by either party, shall be paid by the party which incurs such costs. If a court reporter and transcript is ordered by one party, the other party may obtain a copy of the transcript by agreeing to split the cost for the court reporter and transcripts.

Section 9.4. Limitations on the Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement during or as part of the arbitrator's decision. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation or a misinterpretation of a specific provision(s) of the Agreement, as well as determining the appropriate remedy, if applicable. The arbitrator shall have no authority to render a decision on any issue not raised during the processing of the grievance at the steps prior to arbitration. The arbitrator shall be without power to make any decision or award which is contrary or inconsistent with, in any way, this Agreement or applicable laws (subject to the provisions of Section 15 of the IPLRA). The decision of the arbitrator rendered in accordance with this Section shall be final and binding on the Union, the employees covered by this Agreement and the Village Board.

Section 9.5. Paid Time. Whenever practicable, the employer will schedule grievance meetings during the work shift of the grievant(s). The grievant and, if requested by the grievant, one Union representative who works on the same shift shall be permitted to attend the meeting without loss of pay. Under no circumstances shall the Village be obligated to pay any employee overtime pay for attendance at grievance meetings.

Section 9.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the occurrence of the event first giving rise to the grievance or within ten (10) calendar days of when the grievant should have, through the use of reasonable diligence, become aware of the first event giving rise to the grievance.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee or the Union; provided, however, that such a waiver shall not serve to waive an employee's right to file a future grievance within the time limits specified herein involving similar facts and circumstances. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article or waive any step of the grievance procedure. Any time limit for either party shall begin with the date the receiving representative or designated replacement signs for receipt of the grievance.

Section 9.7. Responses to Grievances by Supervisory Employees who are Union Members. Any response to a grievance of a Firefighter by a Lieutenant which is found to be without merit and/or contrary to the provisions of the current agreement shall be void and subject to response by the next level supervisor.

Section 9.8. Employee Right to Self-Representation. Nothing in this Agreement prevents an employee or group of employees from presenting a grievance to the Employer and

having the grievance heard and settled without the intervention of the Union representative provided that a Union representative is given an opportunity to be present at any grievance meeting and that any settlement reached is not inconsistent with the terms of this Agreement.

Section 9.9. Grievances Filed by the Union. Any grievance filed by the Union for more than one employee shall bypass Steps 1 and 2 and proceed directly to Step 3. All conditions, time limits, and constraints as were applied at previous steps shall apply.

**ARTICLE X**  
**NO STRIKE/NO LOCKOUT**

Section 10.1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform mandatory overtime, mass resignations or mass absenteeism, regardless of the reason for so doing.

Section 10.2. Obligations of Union. In the event of a violation of Section 10.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Union complies with this Section 10.2 hereof, the Village agrees that the Union shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

Section 10.3. No Lockout. The Village will not lock out any employees as a result of a labor dispute with the Union.

Section 10.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

**ARTICLE XI**  
**LABOR MANAGEMENT MEETINGS**

Section 11.1. Meeting Request. The Union and the Village may meet in the interest of promoting harmonious employee relations.

Such meetings shall be requested at least seven (7) calendar days in advance by either party by placing in writing a request to the other for a “labor-management meeting” and expressly providing the agenda for such meeting. Such meetings and locations when mutually agreed upon shall be limited only to agenda items.

The seven (7) day notice period may be waived by written agreement of both parties.

Section 11.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor-management meetings,” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Safety and subcontracting issues may be raised at such meetings.

Section 11.3. Attendance. With supervisory permission, which shall not be unreasonably withheld, employees shall be permitted reasonable time off from duty during their respective working hours to attend “labor-management meetings” with Village officials in conjunction with this Article. Employees who attend such meetings while off duty will receive no compensation for their attendance.

Section 11.4. Representation. The Village shall be represented by two members designated by the Fire Chief or their designee. The Union shall be represented by two (2) persons designated by the union President.

## **ARTICLE XII**

### **SENIORITY**

Section 12.1. Definition. For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous full time service with the Village as a sworn and commissioned firefighter since his last date of hire. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate from the first day of an authorized unpaid leave of absence or layoff of thirty (30) calendar days or more.

If more than one person is hired on the same day, seniority preference will be established by final eligibility as posted on the official eligibility list by the Elk Grove Fire and Police Commission.

Section 12.2. Probationary Period. The performance probationary period is defined as twelve (12) months of actual work beginning after the completion of all initial training including Basic Operations Fire Fighter, Paramedic Certification and department orientation. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension, layoff or termination.

There shall be no seniority among probationary employees, except for purposes of bidding for scheduled time off where this Agreement establishes that bidding is to be done by seniority. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 12.3. Seniority List. On or about October 1 of each year, the parties will create a seniority list of all employees in the bargaining unit setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) days after the parties' creation of the list.

Section 12.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statutes (Chapter 24, Section 10-2.1-18, as it existed on January 1, 1990), as well as paramedic certification. Except where the Village determines in its discretion that there are excess paramedics, qualification to perform paramedic duties as a certified paramedic will control over seniority in determining the order of layoff, unless the more senior employee is also a certified paramedic.

Section 12.5. Recall. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training, and subject to passing a physical examination to determine current fitness to perform the work to which they are recalled. Notwithstanding the foregoing, if a firefighter/paramedic or firefighter/EMT-B is eligible for recall but is not currently certified, he shall nevertheless be reinstated to a firefighter position with the understanding that the Fire Chief has the right, if the Fire Chief determines there is a need, to direct him to regain his paramedic or EMT-B certification, whichever is applicable.

Employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall (with the first of the thirty (30) days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union President. The employee 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. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the Village has not received confirmation that the employee has received the recall notice within fourteen (14) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 12.6. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated, subject to appropriate review by the Board of Fire and Police Commissioners, if the employee:

- (i) quits;
- (ii) is discharged and not reinstated;
- (iii) retires or is retired, subject to statutory reinstatement rights from a disability pension;
- (iv) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation, except for good cause shown due to circumstances beyond the control of the employee;
- (v) is laid off and fails to respond to a notice of recall within seven (7) calendar days after receiving notice of recall or fails to report for work at the time prescribed in the notice of recall, or does not otherwise timely respond to a notice of recall as provided in Section 5 of this Article;
- (vi) is laid off or otherwise does not perform bargaining unit work for the Village for a period in excess of twenty-four (24) months, subject to statutory reinstatement rights from a disability pension or military leave; or
- (vii) is absent for two (2) consecutive scheduled work days without notice to the Village, except for good cause shown due to circumstances beyond the control of the employee.

**ARTICLE XIII**  
**HOURS OF WORK AND OVERTIME**

Section 13.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, per work period, or any other period of time.

Section 13.2. Normal Work Period and Workday.

(a) Generally. The normal workday in a normal workweek shall be 24 consecutive hours of work (1 shift) followed by 48 consecutive hours off (2 shifts). The normal workday for 24-hour employees shall begin and end at 8:00 a.m. The normal work week shall average 51.96 hours. The normal work cycle for employees assigned to 24-hour shifts shall be 27 days.

Employees on the same shift may trade work reduction days and/or previously scheduled vacation or floating holidays, provided they give the department at least three (3) duty days written notice in advance. Further, the Fire Chief or their designee may, in their reasonable discretion, permit notice of less than three (3) duty days where there are extenuating circumstances.

(b) 24-Hour Firefighters. All firefighters assigned to 24-hour shifts shall receive nine (9) work reduction days (i.e., what would otherwise be a 24-hour duty day). Such work reduction days shall be scheduled in the same way that floating holidays are scheduled in accordance with the provisions of Section 18.5, except that not more than one (1) work reduction day may be scheduled in any single pay period.

(c) Fire Lieutenants. All Lieutenants assigned to 24-hour shifts shall receive nine (9) work reduction days (i.e., what would otherwise be a 24-hour duty day). Such work reduction days shall be scheduled in the same way that floating holidays are scheduled in accordance with the provisions of Section 18.5, except that not more than one (1) work reduction day may be scheduled in any single pay period.

(d) 8-Hour Employees. The normal workday and workweek shall be five consecutive days of 8 consecutive hours each, excluding any unpaid lunch period that may be scheduled. The normal work cycle for employees assigned to 8-hour shifts shall be 28 days.

Section 13.3. Hourly Rate. An employee's regular rate of pay shall be based upon a 51.96 hour work week for 24-hour shift personnel (both Firefighters and Lieutenants) and a 40-hour week for 8-hour personnel and shall be determined by dividing the employee's annual salary by 2702 for 24-hour shift personnel and by 2080 for 8-hour shift personnel.

Section 13.4. Overtime Pay. Employees assigned to 24-hour shifts shall receive an additional one-half the employee's regular straight-time equivalent hourly rate of pay for all hours worked in excess of their regularly scheduled hours of work.

Employees assigned to 8-hour shifts shall be paid an additional one-half (1/2) time their regular hourly rate of pay for all regularly scheduled hours worked in excess of forty (40) in a seven (7) day work period.

All overtime pay shall be received in fifteen (15) minute segments in accordance with the FLSA.



Section 13.5. Applicability of Overtime Pay Provisions to Lieutenants. Lieutenants shall work their regularly scheduled duty days and shall be paid one and one-half times their straight time hourly rate of pay for such training and meetings that occurs outside of their scheduled hours of work

Section 13.6. Hirebacks. Effective the first pay period following ratification of this Agreement by both parties, where there is a need for a hireback, employees will be hired back from an integrated seniority list of all employees by shift (i.e., lieutenants will be interspersed as evenly as possible among firefighters), subject to the following:

- (i) If there are less than four officers on duty, a lieutenant will be hired back to fill the fourth officer position bypassing, if necessary, fire fighters on the list.
- (ii) If there are six officers on duty, a firefighter will be hired back bypassing, if necessary, lieutenants on the list.
- (iii) Any such employee who is passed over will remain on the eligible list for the next hireback opportunity.

An employee who is not available for a hireback because he is on a scheduled day off, sick leave, fire department details (e.g., public education), or department sponsored school details/training will receive a pass. A pass shall not be issued for ISD Activities (FPB and PFPP). An employee may not stack more than two such passes.

If there are no volunteers or an insufficient number of volunteers, employees may be ordered back on the basis of reverse seniority, i.e., starting the rotation with the least senior employee.

An employee may be held over to continue work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run), provided that such a holdover does not affect that employee's position on the hireback list.

If any employee establishes that he has not received his appropriate share of hireback opportunities in accordance with the procedure set forth herein, such employee shall have first preference to future hireback opportunities he is properly qualified to perform until the mistake has been corrected.

Absent emergency circumstances, employees shall not be scheduled to work more than 48 consecutive hours.

Section 13.7. Duty Trades. In accordance with the Fair Labor Standards Act, an employee for his own convenience, may voluntarily have another bargaining unit employee in the same rank (i.e., firefighter for firefighter, paramedic for paramedic, firefighter for paramedic, and lieutenant or lieutenant/paramedic for lieutenant) substitute for him by performing all or part of the employee's work shift, provided the substitution is requested at least one (1) duty day in advance, does not interfere with the operation of the Fire Department (as determined by the Fire Chief), and is subject to approval by the Fire Chief or his designees, provided that the Fire Chief may, in his discretion, permit notice of less than one (1) duty day where there are extenuating circumstances, and provided further, the Fire Chief shall not exercise his discretion in an arbitrary or capricious manner. 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.

Section 13.8. Call-Back Pay. Employees called back to work outside their normal hours of work, i.e., hours not continuous to their normal shift or on two days not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their normal shift, with a minimum of two (2) hours' pay.

Section 13.9. No Pyramiding. The overtime and premium pay provisions of this Agreement shall not be pyramided. Accordingly, compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE XIV**  
**WAGES**

Section 14.1. Firefighters Salaries.

**2023-2024 FISCAL YEAR**

Effective May 1, 2023, all steps of the salary schedule shall be:

<b>Step</b>	<b>Description</b>	<b>May 1, 2023 Annual Salary</b>
1	Starting	\$77,053.60
2	After completion of 1 year	\$82,908.54
3	After completion of 2 years	\$88,761.14
4	After completion of 3 years	\$94,617.64
5	After completion of 4 years	\$100,471.80
6	After completion of 5 years	\$106,325.44
7	After completion of 6 years	\$112,179.34

**FISCAL YEARS 2024-2029**

On May 1 of each year, if the top step firefighter base salary is not within \$170 of the top step base salary of the Village's represented police officers May 1 salary adjustment, the parties agree to meet to discuss what percentage adjustment is needed to bring the top step base salary of firefighters to \$170 less than the negotiated top step base salary of the Village's represented police officers for the 2023-2024 fiscal year. The parties agree if such a percentage adjustment is needed for the fiscal year, all steps of the salary schedule shall be adjusted by the same percentage.

Example: If as of May 1, 2024, the parties agree that the top step firefighter base salary has to be increased by 2.444% in order to bring the top step firefighter base salary to \$170 less than the negotiated top step base salary of the Village's represented police officers as of May 1, 2023, then the firefighter base salary at each of the remaining steps shall likewise be increased by 2.444% for the fiscal year.

Section 14.2. Fire Lieutenants Salaries and Merit Adjustments. All lieutenants shall be paid at least 8% higher than the top step salary of firefighters. The Defined Merit Plan uses set slots to move Fire Lieutenants from the entry rate to the 66<sup>th</sup> percentile of the pay range based upon merit. The slots range from the entry rate through Slot 5. Slot 2 is the 33<sup>rd</sup> percentile of the range. Slot 5 is the 66<sup>th</sup> percentile of the range. From the 66<sup>th</sup> percentile forward, the Fire Lieutenant is strictly open merit with the ability to move to 100% of the pay range (Maximum). Fire Lieutenants will receive a general wage increase on May 1 as defined below. On the Fire Lieutenant's promotional anniversary date, the Fire Lieutenant has the ability to move up to his/her next slot. A Fire Lieutenant who moves into a specific slot on his/her promotional anniversary date in the current year will remain in that specific slot until his/her evaluation on his/her promotional anniversary date the following year. Salary adjustments in pay will continue to be conditional upon meeting standards on the performance evaluation. A normal merit increase in the Defined Merit Plan is one slot.

The Open Merit may be between 0 percent and 5 percent. The maximum percentage is determined by the Village Board each fiscal year. The Open Merit percentage will be identical for

Village Management and Lieutenants. Salary adjustments in pay will continue to be conditional upon meeting standards on the performance evaluation.

**2023-2024 FISCAL YEAR**

Effective May 1, 2023, the pay range for fire lieutenants shall be:

<b>Merit</b>	<b>Description</b>	<b>Annual Salary</b>
Entry	Starting	\$122,657.34
1	Defined Merit Slot 1	\$124,536.10
2	Defined Merit Slot 2 (33% of range)	\$126,415.12
3	Defined Merit Slot 3	\$127,667.54
4	Defined Merit Slot 4	\$128,920.22
5	Defined Merit Slot 5 (66% of range)	\$130,173.94
Open Maximum	Open Merit	\$134,045.08

**FISCAL YEARS 2024-2029**

On May 1 of each year, if the maximum of the salary range for lieutenants is not within \$180 of the maximum of the salary range for the Village’s police sergeants May 1 salary adjustment, the parties agree to meet to discuss what percentage adjustment is needed to bring the maximum of the salary range of lieutenants to \$180 less than the negotiated maximum of the salary range of the Village’s police sergeants for the fiscal year. The parties agree if such a percentage adjustment is needed for the fiscal year, all slots of the salary range shall be adjusted by the same percentage.

Example: If as of May 1, 2024, the parties agree that the salary range maximum of lieutenants has to be increased by 2.555% in order to bring the salary range maximum of lieutenants to \$180 less than the salary range maximum of the Village’s police sergeants as of May 1, 2024, then all of the remaining slots of the lieutenant salary schedule for the 2024-2025 fiscal year shall likewise be increased by 2.555%.

Section 14.3. Grievances Over Denial of Merit Pay. If a lieutenant alleges that the Village has arbitrarily and capriciously denied him a merit adjustment, he may file a grievance in accordance with the grievance and arbitration procedure set forth in Article IX of this Agreement.

Section 14.4. Paramedic Pay. Effective May 1, 2024, employees who are certified as paramedics and who are assigned to perform paramedic duties for the Fire Department shall receive a paramedic stipend of \$ 5,200 per year.

Effective May 1, 2025, employees who are certified as paramedics and who are assigned to perform paramedic duties for the Fire Department shall receive a paramedic stipend of \$ 5,300 per year.

Effective May 1, 2026, employees who are certified as paramedics and who are assigned to perform paramedic duties for the Fire Department shall receive a paramedic stipend of \$ 5,400 per year.

Effective May 1, 2027, employees who are certified as paramedics and who are assigned to perform paramedic duties for the Fire Department shall receive a paramedic stipend of \$ 5,500 per year.

Effective May 1, 2028, employees who are certified as paramedics and who are assigned to perform paramedic duties for the Fire Department shall receive a paramedic stipend of \$ 5,600 per year.

An employee who is certified and assigned to paramedic duties for only part of the year shall receive a prorated paramedic stipend.

The paramedic stipend shall be included in an employee’s base salary for purposes of computing overtime pay and sick leave buyback.

**Section 14.5. Longevity Pay.** Employees who have completed the appropriate length of service as stated below shall receive longevity payments as follows:

FULL YEARS OF SERVICE	5/1/24 to 4/30/25	5.1/25 to 4/30/26	5/1/26 to 4/30/27	5/1/27 to 4/30/28	5/1/28 to 4/30/29
10-14 years	\$1,250.00	\$1,275.00	\$1,300.00	\$1,325.00	\$1,350.00
15-19 years	\$1,350.00	\$1,375.00	\$1,400.00	\$1,425.00	\$1,450.00
20 years and over	\$1,500.00	\$1,525.00	\$1,550.00	\$1,575.00	\$1,600.00

**Section 14.6. Retroactivity.** The increases in salaries for both firefighters and lieutenants and the increases in the paramedic stipend and longevity pay shall be retroactive to the effective dates specified herein for employees still on the active payroll on the effective date of this Agreement. Annual adjustments on May 1 to reflect the \$170/\$180 pay differential with Police will be retroactive to May 1 of every year.

**Section 14.7. Pay Rate for Firefighters Assigned Inspectional Services Division Work.** Provided employees have signed a Section 7(g) agreement prepared by the Village in accordance with the provisions of this Section, if the Village, in its discretion, hires back employees to work in the Inspectional Services Division outside their regularly scheduled hours of work, such work shall be compensated at an hourly rate of \$24 which results in a time and one half rate of \$36 per hour.

**ARTICLE XV**  
**INSURANCE**

Section 15.1. Coverage. The comprehensive medical program in effect when this agreement is ratified shall be continued during the term of this agreement; provided, however, the Village reserves the right to change insurance carriers, HMO's, and benefit levels as long as the coverage and benefits remain substantially similar. The deductibles and co-insurance features shall not be changed absent mutual agreement of the parties.

Notwithstanding the language in this Article 15, the Village agrees on a non-precedential basis to maintain the current level of benefits, insurance co-pays and deductibles at their May 1, 2015 levels, through April 30, 2016.

The Village reserves the right to self-insure or utilize group insurance carriers as it deems appropriate. The Village will notify the Union of any changes in insurance, and upon request, will discuss these changes prior to implementation and such changes shall be subject to Section 15.5 below.

Section 15.2. Cost of Medical and Dental Insurance. Effective May 1, 2012, the Village will contribute 85 per cent of the designated premium costs of participation in the Village plan (including dental plan) for single, single plus one dependent, and family coverage for 85 percent of the cost participation in one of the HMOS for single, single plus one dependent, and family coverage and the employee shall contribute 15 percent of the costs of the program and coverage selected.

Notwithstanding any other provisions of this Article on insurance, the Village reserves the right, after prior consultation with the Union, to make the minimal amount of changes in insurance benefit levels which the Village reasonably believes are necessary to avoid imposition of the Affordable Care Act's Excise Tax. Any such changes must also be made applicable to all unrepresented Village employees covered by the Village's insurance plan(s) and all Fire Department managerial or supervisory personnel who are covered by the Village's insurance plan(s). Either party may, on May 1, 2017, elect to reopen negotiations over the previous two sentences of this Agreement only, pertaining to the Affordable Care Act's Cadillac Tax, and such reopener negotiations shall be subject to IPLRA, Section 14 interest arbitration, if agreement is not reached during such reopened negotiations.

In 2014, the Village formed an informal Health Insurance Committee made up of representatives from each department and/or employee (union) group. We meet a couple times a year to discuss annual renewal projections, proposed plan changes and the overall affect on the insurance plan based on the proposed changes. Such meetings are meant to keep employees informed about the status of the Village's insurance plans and the effects of any proposed changes. The Village will have the final decision in making appropriate changes to the plan as needed.

Section 15.3. Term Life Insurance. The Village will continue to provide life insurance coverage for each Firefighter and Fire Lieutenant in amount equal to each Firefighter or Fire Lieutenant's annual base salary. Dependent life insurance in the amount of \$5,000.00 for the current spouse and \$3,000.00 for each dependent child will also be provided. The Village will contribute 100% of the total cost for this Basic Life Insurance Benefit.

A voluntary Supplemental Life Insurance program will continue to be made available at rates regulated by the insurance carrier. Firefighters and Fire Lieutenants who wish to participate in this program will contribute 100% of the total cost once their participation is approved by the insurance carrier.

Section 15.4. Employee Assistance Program. The employees covered by this Agreement shall be eligible to participate in the portions of an EAP that are in effect for Village employees on the same terms and conditions that are applicable to Village employees generally.

Section 15.5. Cost Containment. The Village reserves the right to institute any cost containment measures relative to insurance coverage, provided that group health, medical and hospitalization insurance and dental benefits will be substantially similar to those provided prior to the signing of this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider options, prohibition on week-end admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Should the Village elect to change providers or to add different types of plans for the purpose of cost effectiveness, it shall be the sole right of the Village to do so, provided notice is given to the Union and such changes are not made for arbitrary or discriminatory reasons, nor shall any change, modification or authorization result in the unreasonable unavailability of health care services for employees covered by this Agreement. Any such changes will not affect an employee who is hospitalized or undergoing a course of treatment that has previously been approved.

Section 15.6. Section 125 Flex Program. The Village will continue to offer Firefighters and Fire Lieutenants the opportunity to participate in the Village Section 125 Flex program on the same terms and conditions applicable to other Village employees generally. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

Section 15.7. Insurance Coverage of Retirees.

(a) Generally. During the term of this Agreement, participation in health, dental, and life insurance programs for retirees and their eligible dependents will continue in accordance with the practice in effect as of December 1, 1993. Retirees shall be required to pay 100% of the monthly premiums as may be established from time to time for health, dental, and life insurance benefits.

(b) Insurance Coverage While on Disability Pension. Any employee who is receiving a disability pension as a result of an on-the-job injury shall continue to receive the same health insurance coverage for himself/herself and his/her dependents at no cost to said retiree for the first one (1) year; thereafter, the retiree shall be required to pay 100% of the monthly premiums as may be established from time to time.

Any employee who is receiving a disability pension as a result of an off-the-job injury shall have the right to maintain health insurance coverage for himself/herself and his/her dependents through participation in the Village's health plans by paying 100% of the monthly premiums as may be established from time to time.

(c) Insurance Coverage at Time of Normal Retirement. If an employee retires and converts a disability pension to a normal retirement pension, the employee shall be eligible to maintain participation

in the health insurance for himself/herself and his/her eligible dependents by paying 100% of the monthly premiums as may be established from time to time.

Section 15.8. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. No insurance policy (including HMO and self-insured plans) referred to in this Agreement shall be considered a part of this Agreement and any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies. The Village will designate representatives who will be available for consultation with claimants, and such representatives will assist claimants in processing claims which the Village agrees are well founded under the applicable policy or plan.

Section 15.9. Open Enrollment Sessions. Open enrollment sessions that bargaining unit employees can attend without loss of pay in order to obtain information about the Village's insurance plans will be conducted on three consecutive calendar days.



**ARTICLE XVI**  
**VACATIONS**

Section 16.1. Amount of Vacation. Firefighters shall be eligible for annual paid vacation based upon their years of continuous service. The firefighter's anniversary date shall be the basis of determining the number of completed years of service as follows:

<u>Completed Years of Service</u>	<u>Annual Vacation</u>
After 1 yr. through 4 yrs.	5-24 hour shifts
After 5 yrs. Thru 9 yrs	8-24 hour shifts
After 10 yrs. through 14 yrs.	9-24 hour shifts
After 15 yrs. through 19 yrs.	10-24 hour shifts
After 20 yrs. through 24	12-24 hour shifts
After 25 yrs.	13-24 hour shifts

Fire lieutenants shall be eligible for annual paid vacation based upon their years of continuous service. The fire lieutenant's anniversary date shall be the basis of determining the number of completed years of service as follows:

<u>Completed Years of Service</u>	<u>Annual Vacation</u>
After 1 yr. through 4 yrs.	6-24 hour shifts
After 5 yrs. Thru 9 yrs	9-24 hour shifts
After 10 yrs. through 14 yrs.	10-24 hour shifts
After 15 yrs. through 19 yrs.	11-24 hour shifts
After 20 yrs. through 24	13-24 hour shifts
After 25 yrs.	14-24 hour shifts

Vacations are to be scheduled and taken during the calendar year based on the number of days of vacation the employee is eligible to earn for the anniversary year that ends during that calendar year. If an employee terminates prior to his anniversary date and has taken more vacation time off than earned during that year, the employee shall reimburse the Village for the amount of vacation pay received which was not earned.

Section 16.2. Vacation Pay. Vacation pay shall be paid at the rate of the employee's straight-time hourly rate in effect for the employee's job classification on the payday immediately preceding the employee's vacation.

Section 16.3. Vacation Scheduling. Employees shall be granted vacation time by the Village in accordance with the employee's desires to the extent provided in this Article. On or about November 1, the Fire Chief or his designee shall post a notice for each shift to schedule vacation from January 1 through December 31 of the next calendar year. The employees on each shift shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior employee having the second choice, and so on; provided, however, only two lieutenants may be scheduled off on vacation on any duty day. Any shift changes for the following calendar year shall, to the extent practicable, be made prior to November 1.

Employees may schedule only consecutive days off in their initial and subsequent picks of vacation days. Vacation days must be scheduled in increments of at least one duty day at a time. All vacation picks, as well as floating holiday and holiday time off picks shall be completed by December 15.

After vacations have been scheduled in accordance with the foregoing, employees in the same classification may trade or reschedule previously scheduled vacation days with the prior approval of the Fire Chief or his designee. Ordinarily, requests to trade or reschedule a vacation day will be granted if it will not result in more than five (5) employees being scheduled off on vacations, floating holidays or holiday time off and the rescheduling will not require a hireback.

A sixth slot for vacation and other paid time off will be made available if necessary to avoid the loss of earned vacation and other paid time off.

Section 16.4. Limitation on Accumulation of Vacation. Except as provided below, earned vacation may not accumulate from year to year and any vacation days not so taken shall not create any obligation on the part of the Village. As a result, all vacation days must be taken by the end of the calendar year in which they are supposed to be scheduled or they will be lost unless one of the following two exceptions is applicable:

- (a) An employee who is prevented from taking all his earned vacation prior to the end of the calendar year because he/she is off on extended sick leave or disability leave may carry over any such days to the next calendar year.
- (b) An employee's request to carry over earned vacation days to the next calendar year is specifically approved by the Village Manager.

Section 16.5. Pay for Earned but Unused Vacation Upon Termination. If at the time of termination an employee has earned but not used vacation time, calculated through his last full payroll period, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Employees with less than 12 months of continuous service at termination shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

**ARTICLE XVII**  
**LEAVES OF ABSENCE**

Section 17.1. Sick Leave.

The Village shall grant Sick Leave that is paid Leave of Absence due to Non-Service injury/illness. The Sick Leave shall be accrued at the rate of twenty-four (24) hours for each month of service. The Sick Leave shall continue to accumulate up to a maximum of 1,440 hours. Employees become eligible for Sick Leave Pay immediately upon employment to the extent accrued.

Sick Leave will be granted to an employee who is unable to report to work due to non-work related illness or injury that prevents him/her from effectively performing his/her job.

To be granted sick leave the employee must call in during the time twelve (12) hours prior to the start of his assigned shift, no later than 07:30 hours. The employee is required to report only that he is requesting sick leave and will be unable to report for duty.

Sick leave shall also include any form of preventive medicine or treatment that requires the employee to take time off during normal hours to see his/her doctor, receive hospital or clinical services, dental care, optometrist appointment, and other similar medical attention.

An employee will not use his/her Sick Leave for a work related injury.

All outside employment activity that is inconsistent with the purpose of the sick leave must be discontinued while on approved sick leave.

It is specifically agreed that the Village has the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls (for employees suspected of abuse, including employees who are frequently absent), and/or taking disciplinary action, including dismissal.

For an employee to be suspected of abuse, it means that the employee has:

- (i) had more than four (4) sick leave occurrences in a 12 month period, and/or
- (ii) had more than three (3) sick leave occurrences tied in to a scheduled day off (*e.g.* Kelly Day, a vacation day, a duty trade day) in a 12 month period, and/or
- (iii) had more than two (2) sick leave occurrences either tied to a specific event or condition (*e.g.* hot drills, hazmat training, tower rescue, extremely hot day, etc.), and/or
- (iv) used sick leave for secondary employment or any other inappropriate uses on any occasion (*e.g.* going to a Bears game after calling in sick with the flu, playing in a baseball game after calling in sick with a sore ankle, etc.).

(Occurrence means each single event of calling in sick whether it be for two hours, 24 hours, or more, for which a medical note is not provided.)

Medical notes must be from a healthcare provider that has examined the employee on a date specific, that the employee was unable to work on specific date(s), the date the employee can return to work, and the diagnosis and reason which prevented the employee from coming to work. The employee will provide more specific information if requested by the department medical officer.

For purposes of this language a 12 month period is defined as January 1 to December 31.

Employees suspected of sick leave abuse will not be disciplined. An employee meeting any of the above criteria who is found to have abused sick leave may receive progressive discipline in accordance with the current collective bargaining agreement, up to and including dismissal; provided, however, that in cases of flagrant abuse (see paragraph iv above), it is not necessary to use progressive discipline.

With regard to an employee suspected of sick leave abuse, should the Fire Chief, or his designee, order an employee to obtain an examination to determine that employee's illness and/or fitness for duty, the medical expense, including that employee's time off, shall be borne by the Village.

#### Section 17.2. Emergency Leave.

(a) Employees are eligible for Emergency Leave benefits in the event of the death or serious illness and/or injury in the immediate family. Except for a death in the immediate family, the part day, day, or days used for Emergency Leave shall reduce the employee's sick leave accumulation by an equal amount.

When Emergency Leave is requested, the employee shall state the nature of the emergency, reason for request, and duration of absence. The shift commander may require employee to return to work prior to the end of their shift.

(b) For purposes of this section, immediate family shall include current spouse, civil union domestic partner, natural born, step, legally adopted, or foster child or grandchild, parent (including step parent and foster parent) or grandparent, sister or brother, brother-in-law, or sister-in-law, parent or grandparent of a current spouse, son-in-law or daughter-in-law, (no matter where they live), and any other relative living in the employee's household.

(c) An Emergency Leave benefit of twenty-four (24) hours may be granted by the Department Head. This twenty-four (24) hour period may be extended by the Village Manager. Requests to use Emergency Leave shall not be unreasonably denied.

(d) Examples of legitimate reasons for use of the Emergency Leave Benefit are as follows:

1. death or serious illness or injury to an employee's immediate family member;
2. when an employee is required to provide health care to an immediate family member;
3. when an employee is required to take an immediate family member to a medical facility for Emergency care and/or urgent treatment;
4. the employee requires time away from the job to recover from emotional stress caused directly from a death or serious illness or injury experienced by an immediate family member;

5. where the employee experiences an emergency situation which seriously endangers the life and/or well-being of an immediate family member and/or his property.

Section 17.3. Maternity Leave. An employee who is pregnant, or has medical conditions related to pregnancy or childbirth, may request a reasonable accommodation for their position. The Village may request documentation from the employee's healthcare provider regarding the medical necessity, nature and extent of the accommodation, date and duration of the accommodation requested. The Village and employee may engage in a good faith discussion to determine effective reasonable accommodations. A reasonable accommodation may include a light duty assignment conducting business inspections or other administrative work. The hours of work shall normally be Monday through Friday eight hour days. Employees on light duty for pregnancy shall be compensated at their normal rate of pay without loss of benefits or creditable service time. Absence from work including doctor's appointments for maternity reasons shall be handled in the same manner as any other absence due to illness or injury which qualifies for the sick leave benefit.

Section 17.4. Paternity Leave. An employee who is the father of a newly born infant or adopted infant is eligible to receive up to three (3) days of Paternity Leave which shall reduce the amount of an employee's accrued sick leave by an equal amount. Use will be permitted on days the mother is in the hospital, the day the baby is born, the day when the wife and baby come home, and the day after the baby comes home, provided that they are normal work days.

Section 17.5. Military Leave.

(a) Reserve Training Leave. Any full time employee who, as a member of a military reserve unit of the United States or the State of Illinois, attends summer training, shall be given leave, not to exceed fourteen (14) consecutive calendar days a year.

This reserve training leave shall in no way affect vacation, sick leave, or other benefits.

The employee will receive full pay during the leave computed at an amount equal to one hundred (100) percent of an employee's current base pay, less any payments made by the reserve unit.

(b) Regular Inductee. Any employee who leaves active employment for the purpose of entering the armed forces or Coast Guard, either by enlistment, draft, or recall, (including activation of a reserve unit), will be granted a Military Leave of Absence.

Upon the expiration of such Leave of Absence, each employee will be restored to his/her former job classification or to a position of like seniority, status and pay, unless circumstances of the Village have so changed as to make it impossible or unreasonable to do so. This will be done provided:

1. Application for re-employment is made within ninety (90) days after discharge from active service or hospitalization continuing after discharge for a period of not more than one (1) year.
2. Application for re-employment is made by the employee within thirty-one (31) days after release from performing training duty or rejection before performing any active duty, of not less than three (3) months.
3. Employee presents certificate showing satisfactory completion of service.

4. Employee's voluntary period of enlistment or recall to active duty does not exceed four (4) years, plus a one (1) year additional voluntary extension of active duty if this is at the request and for the convenience of the Government.

Section 17.6. Jury or Witness Duty Leave. An employee whose service on a jury or appearance as a witness occurs during hours that the employee would have been regularly scheduled to work shall receive full pay in addition to any fees received; provided, however, an employee shall not be paid for any such hours in the following circumstances: (1) if the employee's testimony is requested or subpoenaed by the Union; (2) if the employee's testimony is before an arbitrator with respect to a pending grievance under this contract, or (3) if the employee's testimony relates to any case in which the employee is a plaintiff or claimant.

If a bargaining unit employee is required to participate in legal proceedings as a result of his employment with the Village on an off-duty day, such employee will be compensated for all hours worked with a two (2) hour guarantee. Actual hours worked shall count as hours worked for purpose of paying overtime.

Section 17.7. Unpaid Personal Leave.

- (a) When a Firefighter or Fire Lieutenant, who has suffered a non-work related illness or injury, exhausts all accrued sick leave benefits available to him, and he is still unable to report for work, such employee may be placed on a personal unpaid leave of absence provided:
  1. Written request for sick leave is made;
  2. Undesignated benefit time is exhausted except that for a pregnancy leave the employee may elect to retain up to six (6) sick leave days without being required to exhaust same.
  3. That written application for this personal unpaid leave is made prior to the exhaustion of usable benefit days or prior to a requested pregnancy leave; and
  4. That the leave request is approved by the Department Head and the Village Manager, except as may otherwise be required by the Family and Medical Leave Act of 1993. Such a request shall not be unreasonably denied.
- (b) Personal unpaid leaves of absence will not exceed a one (1) year period.
- (c) Benefits will not accrue during unpaid sick leave, except as may otherwise be required by the Family and Medical Leave Act of 1993.
- (d) Except as may otherwise be required by the Family and Medical Leave Act of 1993, the employee on leave will contribute 100% of all premium costs associated with Medical, Dental, and Life Insurances. Such payment will be made on a month to month basis, with payments made by the 5th of any month.
- (e) Although the Village does not guarantee the employee's reinstatement to their current position, every attempt will be made to place the employee back in his original position. If the position no longer exists or is filled, the Village will make every effort to place the employee in the most comparable open position. If the employee is unable to be placed, their status will be considered as if on layoff.

Section 17.8. Unpaid Personal Leave of Absence for Non-Illness or Injury Related Activities.

- (a) Employees may upon written request, be granted a Leave of Absence without pay or the accrual of any benefits for a designated purpose and period of time, not to exceed one (1) year in duration.
- (b) The written request must be approved by both the Department Head and the Village Manager.
- (c) Some of the reasons which are eligible for consideration under this provision are:
  - 1. to pursue educational goals; and
  - 2. other personal reasons.
- (d) The request for such personal unpaid leave will be approved or disapproved on the basis of operational requirements, the availability of qualified replacements, the performance and attendance record of the employee, and the reason for the request. Such a request shall not be unreasonably denied.
- (e) Although the Village does not guarantee the employee's reinstatement to their current position, every attempt will be made to place the employee back in his original position. If the position no longer exists or is filled, the Village will make every effort to place the employee in the most comparable open position. If the employee is unable to be placed, their status will be considered as if on layoff.

Section 17.9. Retirees Sick Leave Buy-Back. Employees covered by this Agreement who retire from the service of the Elk Grove Village Fire Department with at least twenty (20) years of service in the department at the time of their retirement shall be eligible to be compensated upon retirement for certain unused sick leave days in accordance with the provisions set forth below:

- A. Threshold: In order to qualify for any sick leave buyback, the employee must have in his/her accrued sick leave bank, at a minimum, 900 hours of unused sick leave.
- B. Amount of Sick Leave Buyback: Effective on the day following the execution of this Agreement by both parties and thereafter, employees qualifying for a sick leave buyback shall receive fifty percent (50%) of the value of unused sick leave hours to be bought back by the Village at the employee's rate of pay at time of retirement, which shall include the value of the employee's paramedic stipend, if any:
- C. Qualified Medical Savings Plan: The amount attributable to unused sick leave in accordance with the above schedule shall be deposited on an pre-tax basis (as long as applicable IRS regulations allow such deposits to be made in pre-tax dollars) at the time of the employee's retirement in the employee's Medical Savings Account for use by the employee for purposes specified in the Village's Medical Savings Account plan documents. The use of said funds shall be regulated by the plan, and any administrative costs shall be paid by the plan or plan participants.

**ARTICLE XVIII**  
**HOLIDAYS AND HOLIDAY PAY**

Section 18.1. Designation of Holidays. The following days shall be considered holidays during the term of this Agreement:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

For purposes of this Article, if a majority of the hours of an employee's shift fall on the holiday (12:00 midnight through 11:59 p.m.), the entire shift shall be considered as falling on the holiday. On the other hand, if less than a majority of the hours of a given shift do not fall on the holiday, the entire shift shall not be deemed to fall on the holiday. Example: An employee whose regularly scheduled shift commences at 8:00 a.m. on Labor Day and who works the entire 24-hour shift shall be deemed to have worked 24 hours on said holiday for holiday pay purposes.

Section 18.2. Eligibility Requirements. To be eligible for holiday pay employees must work their full scheduled day before and their full scheduled day immediately following the holiday(s). To be eligible for holiday time off without loss of pay, employees must work their full scheduled day before and their full scheduled day immediately following the duty day picked for holiday time off. If absent either or both of these days due to claimed illness, the Village may require medical proof of such illness. The Fire Chief or his designee may waive this eligibility requirement in extenuating circumstances. The Fire Chief's (or his designee) decision cannot be appealed in any forum and is not subject to the grievance process in Article IX.

Section 18.3. Pay for Holiday Work. If an employee is regularly scheduled to work on a holiday and does so work, the employee, if he meets the eligibility requirements set forth in Section 18.2 above, shall be paid an hour's pay for all hours worked on said holiday. In addition, the employee shall be paid his regular pay for the day in question.

If an employee is regularly scheduled to work on a holiday and the employee is scheduled off on a vacation day or floating holiday, there shall be no deduction from the employee's vacation or floating holidays. In addition, if an employee's work reduction day is scheduled on a holiday, the employee shall receive an additional 24 hours off without loss of pay.

Section 18.4. Floating Holidays.

All 24-hour shift employees shall receive three (3) floating holidays (i.e., three (3) 24-hours shifts off without loss of pay) each calendar year. If an employee is employed for less than the entire calendar year as a member of the bargaining unit, the employee shall receive floating holidays in accordance with the following schedule:



<b>Period of Employment</b>	<b>Number of Floating Holidays</b>
4 months or less	1
5 <sup>th</sup> thru 8 <sup>th</sup> month	2
9 <sup>th</sup> thru 12 <sup>th</sup> month	3

Section 18.5. Scheduling of Floating Holidays. Floating holidays shall be scheduled in accordance with the Department's policies and practices in effect during calendar 1993 and revised in 2023.

**ARTICLE XIX**  
**GENERAL PROVISIONS**

Section 19.1. Bulletin Boards. The Village shall permit the Union President or his designee to utilize one bulletin board provided by the Union in each fire station in an approved location readily visible to the Union members. All postings shall be initialed by the Union official authorizing its posting and a copy shall be provided to the Fire Chief as it is posted. The Union will limit the posting of Union notices to such bulletin boards and shall be responsible for maintaining its bulletin boards. The Union will limit postings to information to keep employees advised about Union matters and which are of a non-inflammatory and non-partisan political nature.

In addition, the Union President or his designee can place Union materials of a non-inflammatory and non-partisan political nature in the mail boxes of members of the bargaining unit located in the Fire Administration Building, provided that the exercise of this privilege shall be done during non-duty time and shall be at no cost to the Village.

Section 19.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Union membership and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 19.3. Termination Effect. Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement, unless extended by written agreement. This provision shall not affect the right of the parties to commence mediation or arbitration under the statute.

Section 19.4. Physical Fitness.

(a) The Village may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. 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. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee and such program will be based on individualized goals.

(b) An employee's participation in a mandatory physical fitness program shall normally occur during an employee's tour of duty. Employees shall not be prohibited from participating in a mandatory physical fitness program during assigned time if all regularly assigned duties, including training, have been completed and approval has been granted, in advance, by a non bargaining unit supervisor, provided that approval shall not be arbitrarily and unreasonably denied. Participation in voluntary physical fitness activities shall not occur during assigned time.

(c) The foregoing shall not be construed to either relieve an employee of his obligation to meet reasonable job-related physical fitness standards that may be established by the Village or interfere with the Village's right to terminate an employee who is unable to meet reasonable job-related physical fitness standards.

Section 19.5. Uniforms. Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued such clothing or equipment under the following circumstances:

1. The Fire Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Fire Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Fire Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

Employees shall be required to clean and maintain uniforms at their own expense, and will be responsible for the return of uniforms and equipment purchased with Village funds in good condition, less normal depreciation and destruction in the course of employment.

Section 19.6. Secondary Employment. The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs and that if there is any conflict between their primary jobs with the Village and any secondary employment, the conflict shall be resolved in favor of the primary job. Accordingly, all secondary employment (including self-employment), including any changes in the nature and/or extent of such employment, shall be subject to the approval of the Fire Chief and Village Manager; provided that such approval shall not be arbitrarily and unreasonably withheld. The employee shall be advised within one week of whether the request to engage in secondary employment has been approved or disapproved unless the Fire Chief and or Village Manager are not available to act on said request within one week.

Paid sick leave will not be provided for an employee who suffers an occupational sickness, injury or disability as a direct result of outside employment. In addition, an employee is not eligible for any medical coverage under the Village Health Plan for any occupational sickness, injury or disability that occurs to him/her as a direct result of outside employment.

Section 19.7. Fitness Examinations. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require any or all employees to take a complete physical examination as often as once a year, with one week's notice to the employee, at the expense of the Village.

All such examinations shall be in addition to any requirement that an employee provide at his/her own expense a statement from his/her doctor upon returning from sick leave or disability leave.

Where the Village directs an employee to be examined, the employee shall have the option at the employee's expense of being examined by a medical professional of his/her own choosing who is qualified and licensed. If there is a difference of opinion between the Village's medical professional and the employee's medical professional, and the Village does not accept the opinion of the employee's medical professional, the employee shall be directed to obtain the opinion of a third medical professional of equivalent qualification who shall be jointly selected by the Village's medical professional and the employee's medical professional. In such event, the decision of the third medical professional shall determine the employee's fitness for duty. The cost of the third medical professional shall be equally divided by the employee and the Village.

If it is determined that an employee is not fit for duty based on the foregoing, the Village may place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick

leave days), or take other appropriate action. Nothing herein shall be construed to alter or have any effect on either the statutory rights or the statutory requirements concerning disability pensions.

Section 19.8. Subcontracting. No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement.

(a) Notwithstanding the foregoing, basic fire suppression work shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments or if there is a violation of section 10.1 (No Strike).

(b) If the Village subcontracts non-fire suppression work performed by employees covered by this Agreement, no bargaining unit employee shall be directly supervised by non-sworn personnel as a result thereof.

Section 19.9. Maintenance of Specific Working Conditions. During the term of this Agreement, the Village will continue to maintain the following working conditions for employees who are assigned to 24-hour shifts:

(a) Shift personnel shall be allowed, with the approval of their Company officer, reasonable time to shop for food and kitchen supplies during their tour of duty.

(b) Employees shall be allowed to use non-Village TV sets and video equipment, telephones, and hobby materials as may be available at the firehouse during their non-assigned time, subject to such reasonable rules and regulations as the Village may prescribe.

(c) Each firehouse shall have a kitchen with sufficient seating, a dayroom with sufficient seating, a bunkroom with sufficient bedding, bathroom and shower facilities, and a sufficient number of lockers to accommodate personnel assigned to each firehouse and which can be locked.

None of the foregoing shall interfere with the normal operations of the Fire Department.

Section 19.10. Notice of Fire Service Training Opportunities. Fire service training opportunities which the Fire Department decides to offer to employees covered by this Agreement at its expense and at no loss of pay to the employee shall be published to all members simultaneously and equally. Within the time specified on the posting, any employee who wants to be considered for the training shall submit a written statement of interest through the chain of command to the Fire Chief or his designee. Such statement shall include any information requested on the posting. Eligibility and assignment of these training opportunities will be determined on the following three successive levels:

(a) Continuing participation in an area of departmental activity which are Hazardous Materials Team, Vehicle Rescue, Water Rescue, E.M.S. Services, T&T, FAE, Confined Space, Trench Rescue, and all State of Illinois certifications existing and future.

(b) Logical progression of skills training and/or certifications within above areas. Example: An opportunity to take the Hazardous Materials Chemistry course would normally be limited to members of the Haz Mat Team who have already been certified as Hazardous Materials Technician.

(c) Entry level training in any area of departmental activity.

If at any successive level two or more employees are determined to have equal skill and ability for the training opportunity, seniority shall govern in the making of the selection; provided, however, where there are reoccurring conferences/workshops of a similar nature, seniority shall not be a factor where the most senior applicant(s) have already attended such a conference/workshop and there are other qualified less senior applicants who have not attended such a conference/workshop. Where no employee expresses an interest in a given training opportunity that the Fire Chief determines should be undertaken, assignment among nonprobationary employees by rotation shall commence with the least senior qualified employee who would meet departmental needs. Nothing herein shall be construed to require the Village to offer the training even though it has been posted.

**Train-the-Trainer:** When “train the trainer” classes are available, the Fire Department will send up to three (3) interested and qualified (Instructor I and/or Instructor II) personnel to attend classes, prepare classes for presentation, and present classes to department personnel. The Fire Department will secure the teaching materials that the qualified instructors believe they need to teach the class effectively. If equally qualified personnel are interested in a class, the decision of who attends will be decided by seniority.

Special Team members will be provided with an annual schedule of training opportunities, as provided by Special Team leaders and approved by the Fire Chief. It will be the responsibility of each team member to attend at least the minimum drills required, as determined by the Team Leader and approved by the Fire Chief. Each team member will attempt to attend all drills scheduled for their duty day, as well as training on his/her off days. By July 1<sup>st</sup> of each year, all special team leaders will provide the D/C of Operations with an attendance list for all team members. Those members who have not attended a minimum of half the scheduled drills for the year by July 1<sup>st</sup> of each year may be ordered by the Fire Chief to attend the training on his/her normal day off. If there are insufficient special team training opportunities off-duty, then team members will be ordered to attend on-duty to maintain necessary training. All attempts should also be made to attend on-duty drills, but a mandatory hire-back of other personnel will only be implemented to assist the special team member lacking in training hours as a last resort. Personnel will be a member of a Special Team for a minimum of 5 years.

Where the Village pays the cost of an employee to attend fire service training opportunities, compensation, if any, shall be in accordance with policy in effect.

The provisions of this paragraph shall not be applicable to training opportunities which may be posted but which are not paid for by the Village.

The Fire Chief may assign training based on the strategic management objective of succession training to Lieutenants. These classes will be exclusive to the preparation of personnel for leadership positions.

This seniority exemption is not to be used for classes whose content is governed by the OFSM, offered by IFSI, Illinois Fire Chiefs Association related to fire suppression, Fire Officer 1, Fire Officer II, the EMS system, other fire departments/MABAS, team drills or generally recognized as frontline Firefighters/Lieutenant training.

**Section 19.11. Safety Committee.** A Safety Committee composed of two (2) persons designated by the Fire Chief and two (2) bargaining unit employees designated by the Union President shall be established. If requested by either party, the Safety Committee shall meet quarterly, or at such other times as a majority of the Committee may deem necessary, for the purpose of discussing and investigating matters relating to safety in the Elk Grove Village Fire

Department. The Committee may make written recommendations concerning safety issues to the Fire Chief. The Fire Chief shall have thirty (30) days to issue his written response.

If any Safety Committee meeting is scheduled during the working hours of any employee who will be attending the meeting, the employee shall be released from duty to attend the meeting without loss of pay.

Section 19.12. Legal Counsel. In the event an employee is subpoenaed as a witness, required to provide a deposition or otherwise participate in a legal proceeding not instituted by the Union which arises out of his employment with the Village and the employee is not a claimant or plaintiff in such proceeding, the employee, if he makes a timely request through the chain of command, will be provided an opportunity to discuss the matter with the Village Attorney prior to testifying or otherwise participating in said proceeding.

Section 19.13. On-The-Job Injury. Village employees who sustain on-the-job duty connected injuries are entitled to benefits under the Worker's Compensation Act. In order to receive these benefits, injured employees are required to report the injury within twenty-four (24) hours, or as soon thereafter as possible, to their immediate supervisor and file an injury report.

Section 19.14. Shift, Station, and Apparatus Assignments. Shift, station, and apparatus assignments for all positions shall be made by September 15 of each year. Employees shall be given ten (10) days in which to submit bids for a given shift, station, and apparatus. The bid may include reasons for a change in shift, station, and apparatus provided that such reasons shall be considered as confidential. The Fire Chief and/or his designees shall make the determination of shifts and assignments based upon the operational needs of the Department, provided that such determinations shall not be arbitrary or capricious. Operational needs may include, and are not limited to issues such as personality disputes between employees. Where requested, the Fire Chief and/or his designees shall provide a written explanation to any employee as to the reasons why his/her request was not granted.

Section 19.15. Paychecks and Envelopes. For those employees who opt to receive hard copy paystubs subject to the side letter of agreement contained in Appendix B, paychecks will be delivered in sealed envelopes addressed to individual employees and delivered to station 7.

Section 19.16. Paramedics. If an employee hired on or before the ratification date of this Agreement, 2013, after a minimum of ten (10) years' participation in the Elk Grove Village Fire Department's paramedic program desires to decertify, the employee may submit a written request to the Fire Chief through the chain of command. Such requests shall not be arbitrarily or discriminatorily denied. Voluntary decertification will be facilitated by training candidates for the program or by the hiring of persons with such training. In the absence of a sufficient number of volunteers for the program, the least senior non-probationary employee will be required to enter the program. The Village and the Union will jointly call upon the Foreign Fire Insurance Board to make a commitment to contribute to professional training to obtain or maintain EMT-B or EMT-P certification, provided that this shall not be applicable if an employee has to repeat a certification because he/she failed it in the first time around. The Village shall be responsible for the remaining professional training costs not paid for by the Foreign Fire Insurance Board.

The Village shall continue to pay all costs to obtain or maintain EMT-B or EMT-P certification, provided that this shall not be applicable if an employee has to repeat a certification course because he/she failed it the first time around.

Section 19.17. Personnel File. The Village agrees to abide by the lawful requirements of Illinois Access to Personnel Records Act, Ch. 48, Article 2001 et seq. of the Illinois Revised Statutes by providing access to all official Village files.

Section 19.18. Residency. Effective with the signing of this Agreement, for the term of this Agreement, there shall be no residency requirement.

Section 19.19. Rules and Regulations. Consistent with the provisions of Article VI of this agreement, as new rules and regulations are established, the Village will provide the Union with as much advance notice as possible prior to issuance. Such rules and regulations will be enforced equitably throughout the Department.

Section 19.20. Acting Officer Pay. From time to time Fire Department management recognizes the need to appoint firefighters to “acting” fire lieutenant positions and to appoint fire lieutenants to “acting” Battalion Chief positions. In such cases when such “acting” assignments are made, a five percent (5%) acting pay stipend will be provided on an hour for hour basis.

Section 19.21. Cost of Training and Equipment for New Employees. Each new employee shall be required as a condition of employment to sign a Training and Equipment Withholding Agreement, a copy of which is attached as Appendix B.

Section 19.22. Reimbursement of Costs of Providing Information to the Union. If the Union reasonably requests information relevant to negotiations or grievance processing, the Village will provide the Union with reasonable access to such available information. The Village will not be required to collect or collate such information. If the Union wishes to obtain a copy of such relevant information and the Village does not have an extra spare copy to provide to the Union, the Union will reimburse the Village at the rate of \$.25 per page. In the alternative, the Union may have such document(s) duplicated at its expense (e.g., at a copy center such as Kinko’s), with the understanding that the Union will not alter in any way the document(s) and will promptly return the document(s) to the Village.

Section 19.23. IRS Section 457 Deferred Compensation Plan. Employees covered by this Agreement shall be eligible to participate in the Village’s Section 457 Plan on the same terms and conditions as are in effect from time to time from the Village’s unrepresented employees.

Section 19.24. Smoking Ordinance. Employees shall abide by the Village Smoking Ordinance as may be amended from time to time.

Section 19.25. Staffing.

(A) Shift Staffing. The Fire Chief shall determine the number of personnel on each shift necessary to provide the level of fire and EMS protection to Village residents deemed appropriate by the Mayor and Village Board of Trustees. Before any permanent changes in the number of personnel on each shift necessary to provide such level of protection are made by the Fire Chief, which changes shall be neither arbitrary nor capricious, the Union shall be notified and be given the opportunity to provide its input to the Chief.

(B) Apparatus Staffing. The normal minimum contractual apparatus staffing levels for each Fire Department emergency responding vehicle when at the scene, which the Fire Chief decides to place in service, shall when assembled and operational at the scene be;

Three persons on each in-service Engine Company  
Three persons on each in-service Aerial (Ladder or Quint) Company  
Two persons on each in-service Squad Company  
Two persons on each in-service Ambulance Company

For purposes of unforeseeable emergencies (e.g. a firefighter is needed to drive an ambulance to the hospital; a firefighter becomes incapacitated due to injury or illness), the Fire Department may temporarily deviate from the above mentioned apparatus staffing levels, provided that the Fire Department reasonably undertakes the necessary steps to restore the agreed-upon normal minimum apparatus staffing levels. Efforts to restore apparatus to such normal minimum staffing levels include, but are not limited to, detailing personnel from another apparatus, hiring back off-duty personnel, or placing a vehicle out of service.

The Village reserves the right to change the above-referenced normal apparatus minimums if the EMS System changes its minimum requirements. Further, if the Department decides to implement new technologies of deployment, the Village will negotiate the implementation of such new technologies with the Union as described in this paragraph.

The parties agree that the safety and well-being of its firefighters are of great importance. If at any time, a decision of the Fire Chief results in any additional, significantly increased unsafe working condition(s) for bargaining unit members beyond that which is inherent in the normal performance of firefighter duties, the Union reserves the right under the IPLRA to engage in mid-term bargaining over this subject matter.

Section 19.26. GPS Units, Video and Audio Recordings.

The Parties agree that any information from GPS units, video cameras or audio tapes will not serve as the sole and exclusive basis for the imposition of discipline. They further agree that no video cameras will be installed in the non-work/non-public areas of the Stations without the prior agreement of the Union.

Section 19.27. Retirement Health Savings Account.

Employees covered by this Agreement shall be eligible to participate in the Retirement Health Savings Account following applicable IRS rules. The Union must notify the Fire Chief in writing no later than December 1 of each year of changes in participation levels for the RHSA. Providing no written notice on or before December 1 will result in a continuance of the program as administered the previous year.



**ARTICLE XX**  
**PROMOTIONS**

Section 20.1. General. Promotions to the rank of Lieutenant shall be in accordance with the provisions of this Article. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in Section 20. 2 below and desire to submit themselves to such process.

Section 20.2. Eligibility Requirements. Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if they (1) have completed a minimum of four (4) years on the Elk Grove Village Fire Department, including probation, as of the date of the written examination, and (2) are certified as Advanced Firefighter or Firefighter III as described by the Illinois Office of the State Fire Marshal.

Section 20.3. Components of the Promotional Process and the Weighting of Components. The placement of eligible candidates on a Lieutenant promotion list shall be based on the points achieved by the candidate on each of the following components:

<b><u>Component</u></b>	<b><u>Percentage Weighting</u></b>
Individual Oral Interview	10%
Chief's Points	10%
Assessment Center	20%
Ascertained Merit	10%
Seniority	10%
Written examination	40%

Each eligible candidate shall be entitled to participate in all components of the promotional process. If a candidate wishes to withdraw from the promotional process before the completion of all components of the promotional process, the candidate shall so advise the Board of Fire and Police Commissioners in writing.

Section 20.4. Promotion Process Components. The components of the promotion process shall be administered in the following order:

Individual Oral Interviews. The Board of Fire and Police Commissioners and the Fire Chief shall conduct an individual oral interview with each candidate. Questions asked during the oral interview shall be job-related and be applied uniformly to all candidates.

Chief's Points. The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Lieutenant. The Fire Chief will meet with each candidate in private to discuss the assignment of points to that candidate prior to moving on to the next component. The criteria used in assigning Chief's points shall be job-related and be applied uniformly to all candidates.

Assessment Center. The Assessment Center shall be conducted by a panel of fire officers from other comparable Illinois jurisdictions who are designated for this purpose by the Illinois Fire Chiefs Association. The Assessment Center shall include job-related exercises. All exercises will be based on Elk Grove Village Fire Department Standard Operating Guidelines (“SOG’s”) contained in a single binder and/or generally accepted published material (i.e., IFSTA).

Ascertained Merit. Ascertained merit shall be computed on the basis of the following (maximum of 10 points):

1. Successful completion of one or more of the five prescribed classes needed to be provisionally certificated as a Fire Officer I - 1 point for each such class that is successfully completed (maximum of 5 points if provisionally certificated as a Fire Officer I). Or 1 or more component for the Company Fire Officer OSFM certification. 1 Point for Instructor 1, 4 points for the Company Fire Officer Class (5 points total for complete Company Fire Officer Certification)
2. Bachelor Degree from an accredited college or university - 3 points, or Associate Degree from an accredited college or university - 2 points (i.e., an employee cannot receive points for both a Bachelor Degree and an Associate Degree (maximum of 3 points).
3. One point for any of the following (up to a maximum of 6 points):
  - Current active participation as a member of one of the Department’s specialized teams for at least one year as of the date the promotional process begins or prior active participation as a member of one of the Department’s specialized teams for at least five years
  - Current paramedic certification or prior certification as a paramedic for at least five years
  - Fire Prevention Officer I certification
  - Current active participation as a certified Fire Investigator or prior active participation as a Fire Investigator for at least five years
  - Quint certification
  - Fire Apparatus Engineer Certification
  - Inspector 1 Certification
  - Investigator Certification
  - Tower certification
  - Served as acting lieutenant at least five times in past 12 months
  - Active participation as a member of any Fire Department Committee for at least one year as of the date the promotional process begins

Seniority. Seniority points shall be computed as of the date of the written examination. One half (1/2) point shall be granted for each full six (6) months of service as a sworn member of the Elk Grove Village Fire Department up to a maximum of ten (10) points. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

Written Examination. The written examination shall be administered after all the other components have been administered. The subject matter of the written examination shall fairly test the capacity of the candidate to discharge the duties of a Lieutenant. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for promotion to the rank of lieutenant in the Elk Grove Village Fire Department. The written materials that the examination is based on will be made available to potential examinees at each fire station at least 90 days before the examination is administered and such written materials may not be removed from any fire station. The written examination will be graded on a scale of 0 (i.e., no questions answered correctly) to 100 (i.e., all questions answered correctly). The written examination will be the last phase of the promotional process.

Section 20.5. Monitors. One (1) impartial person who is not a member of the Elk Grove Village Fire Department may be selected by the Union to serve as a monitor by giving written notice to the Fire Chief at least seven (7) days prior to the first day that monitors are to be used. If the Union designates a monitor, the Village may also designate a monitor. Each party shall be responsible for all the costs and expenses of the its designated monitor. Monitors are authorized to be present and observe the following components of the promotional process: written examination, individual oral interviews, and assessment center. Monitors shall not interfere with the promotional process, but shall report in writing the full details and facts concerning any observed or suspected violations of the provisions of this Article applicable to the component being observed to the Union, the Fire Chief, and the Board of Fire and Police Commissioners. To be considered, such written report must be submitted within three (3) calendar days of the date of the observed or suspected violation.

Section 20.6. Scoring of Components and Posting of Preliminary Promotion List. The scores for each component of the promotional process shall be disclosed individually to each candidate after each component is completed and before the next component is administered. Once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the Board of Fire and Police Commissioners on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

Section 20.7. Veteran's Preference Points and Posting of Final Promotion List. A candidate on the preliminary promotion list who is eligible for veteran's preference points under applicable law may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, the veteran's preference points shall be added to the candidate's total score on the preliminary promotion list. The Board of Fire and Police Commissioners shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points that have been awarded. The final promotion list shall then be posted on the bulletin board at each fire station listing in rank order from highest to lowest the scores of all candidates whose scores for all components of the promotional process and veteran's preference points, if any, are 70 or better.

Section 20.8. Order of Selection. When there is a vacancy (i.e., a position becomes vacant due to resignation, discharge, promotion, death or the granting of a disability or retirement pension, or any other cause) or a newly created position in the rank of Lieutenant that the Village Board of Trustees has funded and authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotional list, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has since the posting of the promotion list demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant. If the ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article IX of this Agreement; provided, however, any such grievance must be filed within seven (7) calendar days of the date the employee is advised of the Fire Chief's reason for passing him/her over.

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

Section 20.9. Duration of Final Promotion List. A final promotion list shall be effective for a period of two years from the date of its posting or the date that the list is exhausted, whichever occurs earlier. If a vacated Lieutenant position is not filled due to the lack of funding or authorization and is subsequently reinstated (i.e., funded and authorized by the Village), the final promotion list shall be continued in effect until all Lieutenant position(s) that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of five (5) years beginning from the date on which the applicable position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 20.10. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list may file a grievance at Step 4 in accordance with the provisions of the grievance and arbitration procedure set forth in Article IX of this Agreement, subject to the following provisions:

- A. Any such grievance must be filed within seven (7) calendar days of the date the final promotion list is posted.
- B. The grievance shall be limited to disputes relating to a claim that the Fire Chief or the Board of Fire and Police Commissioners failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in Article IX.
- C. 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 promotion process, other than the accuracy of the computations of the points awarded.

If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 20.11. Relationship of Article to the Fire Department Promotion Act. If there is any conflict or inconsistency with either the Fire Department Promotion Act (P.A. 93-0411) or the rules and regulations of the Elk Grove Village Board of Fire and Police Commissioners, the provisions of this Article shall be applicable and control. The provisions of the Fire Department Promotion Act that shall be applicable and control with respect to any subject that is not covered by the provisions of this Article.

**ARTICLE XXI**  
**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated article, section or portion of this Agreement.

**ARTICLE XXII**  
**ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement, provided the Union makes a timely and proper request to bargain over the change being considered by the Village.

**ARTICLE XXIII**  
**TERMINATION**

Termination in 2029. Unless specifically provided otherwise herein, this Agreement shall be effective as of the date it is executed by both parties and shall remain in full force and effect with the contract's extension until 11:59 p.m. on the 30th day of April, 2029. 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 prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_th day of \_\_\_\_\_, 2023.

VILLAGE OF ELK GROVE VILLAGE

ELK GROVE VILLAGE FIREFIGHTERS  
ASSOCIATION, LOCAL NO. 2340

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX A**

**TRAINING AND EQUIPMENT WITHHOLDING AGREEMENT**

The undersigned hereby authorizes the deduction of \$75.00 (\$35.00 if the undersigned has already completed the Fire Academy) from each payroll check paid to him/her by the Village of Elk Grove Village until the employee completes his/her probationary period.

The undersigned understands that upon attainment of permanent employment status, he/she will be reimbursed for the total amount that has been withheld.

The undersigned understands that if he/she fails to attain permanent status, the amount that has been withheld will be used to reimburse the Village for its unreimbursed training and equipment costs. The undersigned further understands and authorizes the Village of Elk Grove Village to deduct any additional amount that may be needed to cover the Village's unreimbursed training and equipment costs from monies due him/her should the undersigned fail to attain permanent employment status.

Signed: \_\_\_\_\_

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

**7(g) FOR INSPECTIONAL SERVICES SIDE LETTER**

WHEREAS, the Village of Elk Grove ("Village") seeks to engage the services of a part-time code inspector; and

WHEREAS, International Association of Firefighters Local 2340 ("Union") represents all full-time firefighters in the Village Fire Department below the rank of Battalion Chief; and

WHEREAS, the Village and the Union seek to allow bargaining unit employees to perform code inspection work on a non-precedential basis.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. An employee may volunteer to perform code inspection work.
2. Pursuant to Section 7(g)(2) of the Fair Labor Standards Act ("FLSA"), the parties agree that all code inspection work shall be paid at a regular, straight-time rate of \$24.00 per hour, and that all overtime code inspection work shall be paid at an overtime rate of \$36.00 hour.
3. Any employee who volunteers to perform code inspection work will be required to sign this 7(g)(2) Agreement before performing such work. Any employee who chooses not to sign the attached 7(g)(2) Agreement will be ineligible to perform code inspection work.
4. This Side Letter of Agreement shall be effective from the date it is signed until April 30, 2029. This Side Letter shall remain in effect during the period of negotiations for a successor collective bargaining agreement. This Side Letter will be completely void upon execution of a successor collective bargaining agreement unless it is renewed by mutual agreement of the parties. It is non-precedential and is not subject to any impasse resolution proceeding under Section 14 of the Illinois Public Labor Relations Act.

**AGREED:**

\_\_\_\_\_  
ELK GROVE VILLAGE, ILLINOIS

\_\_\_\_\_  
ELK GROVE VILLAGE FIREFIGHTERS  
ASSOCIATION IAFF LOCAL 2340

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX B**  
**SIDE LETTER OF AGREEMENT REGARDING ELECTRONIC PAYSTUBS**

The Village of Elk Grove Village (“Village”) and the Elk Grove Village Firefighters Association IAFF Local 2340 (“Union”) hereby enter into this Side Letter of Agreement which modifies Section 19.15 of the Collective Bargaining Agreement, effective on the date this Side Letter of Agreement is executed by both parties. The parties hereby agree as follows:

1. Bargaining unit employees have access to their paystubs in electronic format. The electronic copy of the employee’s paystub may be accessed via the Village’s employee portal either at work or away from work.
2. The electronic paystub is an exact copy of what the employee would receive in hardcopy.
3. The electronic paystub will be available to individual employees the Friday of the pay week or the day prior to a holiday falling on a Thursday or Friday of the pay week.
4. Employees that require a hardcopy of their pay stub must file a request with the Village’s Finance Department.
5. All such hardcopy pay stub requests shall be governed by Section 19.15 of the parties’ Collective Bargaining Agreement

**AGREED:**

\_\_\_\_\_  
ELK GROVE VILLAGE, ILLINOIS

\_\_\_\_\_  
ELK GROVE VILLAGE FIREFIGHTERS  
ASSOCIATION IAFF LOCAL 2340

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date