

**AGREEMENT BETWEEN**

**THE VILLAGE OF WINNETKA, ILLINOIS**

**AND**

**THE INTERNATIONAL ASSOCIATION OF**  
**FIREFIGHTERS**  
**LOCAL 2077**

**2019 - 2022**

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**ARTICLE I**  
**RECOGNITION**

Section 1.1. Recognition. The Village recognizes the Association as the sole and exclusive collective bargaining representative for all employees of the Village of Winnetka Fire Department in the rank or classification of Firefighter, Firefighter/Engineer, Firefighter/Paramedic, Lieutenant, Lieutenant/Paramedic, Captain, and Captain/Paramedic, but excluding all employees of the Village of Winnetka in the rank of Chief and Deputy Chief, all supervisors, confidential employees, managerial employees and short term employees as defined by the Illinois Public Labor Relations Act, and all other employees of the Village of Winnetka.

**ARTICLE II**  
**ASSOCIATION RIGHTS**

Section 2.1. Dues Deductions. While this Agreement is in effect, the Village will deduct from each employee's paycheck, in equal amounts, the uniform, regular monthly Association dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check-off 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 and such authorization forms shall remain in effect until revoked. An employee desiring to revoke the dues check-off may do so at any time by providing written notice to the Village and the Association. If a conflict exists between the check-off 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 an address provided by the Association together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Association agrees to refund to the employee(s) any amounts paid to the Association in error on account of this dues deduction provision.

The actual dues amount to be deducted shall be certified to the Village by the Association, and shall be uniform in dollar amount for each employee in order to ease the Village's burden of administering this provision. The Association may change the fixed uniform dollar amount which will be regular monthly dues once each calendar year during the life of this Agreement. The Association will give the Village sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Indemnification. The Association 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 for counsel selected or approved by the Association 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.

Section 2.3. Use of Village Facilities and Equipment. With the prior approval of the Fire Chief or his designee, Association representatives may use Village copy machines, computers, and fax machines. The Association may use Village facilities for Association meetings with the prior approval of the Fire Chief or his designee. Such use shall not take precedence over Village needs and any materials used or other costs incurred shall be reimbursed by the Association if requested by the Village. Except as otherwise expressly provided in this Agreement or with the prior approval of the Fire Chief or his designee, no Association business shall be conducted during the time that employees are performing assigned duties and responsibilities and/or when it interferes with Departmental operations.

Section 2.4. Bulletin Board. The Village will make available bulletin board space in the day room of the fire station for the posting of official Association notices and information of a non-political and non-inflammatory nature. The Association will limit the posting of Association notices to said bulletin board. Any Association material to be posted on the bulletin board shall be approved by a member of the Association Executive Board prior to posting.

**ARTICLE III**  
**MANAGEMENT RIGHTS--RULES AND REGULATIONS**

Section 3.1. Management Rights. Except as limited by the provisions of this Agreement, the Village retains all of its inherent rights to manage and direct the affairs of the Village in all of its various aspects, including but not limited to the following: to determine the operations, services, policies and missions of the Village and its Fire Department; to manage, supervise and direct its employees; to determine the qualifications for employment and job positions and to employ employees; to schedule and assign work, to transfer and reassign employees; to establish reasonable work and productivity standards; to determine the methods, means, organization and number of personnel by which departmental services shall be provided; to evaluate employees; to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; to discipline, suspend and discharge employees for just cause (probationary employees without cause); and to lay off employees. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Fire Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Fire Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes.

It is provided, however, that the exercise of any of the foregoing rights shall not conflict with any other provision of this Agreement.

Section 3.2. Rules and Regulations. It is understood that new or revised reasonable written rules, regulations, policies and procedures are established by the Village from time to time. Except in an emergency, the Association shall be given notice of any proposed additions or changes and a reasonable opportunity to present its comments prior to finalization. Except in an emergency, any new or revised reasonable written rule, regulation, policy or procedure shall be posted no less than ten (10) days before becoming effective or enforceable.



**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

Section 4.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the provisions of this Agreement raised by an employee against the Village or by the Association if it is a grievance arising out of the same facts and involves two or more employees. This grievance procedure shall supersede any other Village grievance procedure. An Association grievance as herein defined may by mutual agreement of the Fire Chief and an Association representative be directly submitted at Step 2 within the time limits for filing a grievance at Step 1; if there is no such mutual agreement, an Association grievance may be filed at Step 1.

Section 4.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his supervisors to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed in the following manner:

- Step 1: An employee who believes that he/she has a grievance, or the Association, whichever is applicable, shall present the grievance in writing to the Deputy Chief. To be timely, the grievance must be received by the Deputy Chief, or designee, no later than ten (10) calendar days after its occurrence or ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of its occurrence. The written grievance shall include a statement of all relevant facts, the provision or provisions of the Agreement alleged to be violated, and the remedy requested. The Deputy Chief, or the Deputy Chief’s designee, shall provide a written response within seven (7) calendar days after the grievance is presented at Step 1.
- Step 2: If the grievance is not settled at Step 1, the written grievance may be appealed in writing by the employee or by the Association, whichever is applicable, and must be received by the Fire Chief, or designee, no later than seven (7) calendar days after the date of the response of the Deputy Chief, or the Deputy Chief’s designee. The Fire Chief, or the Chief’s designee, shall meet with the employee, and an Association representative if the employee or the Association so desires, in an effort to resolve the grievance within seven (7) calendar days after the Chief, or the Chief’s designee, receives the grievance. The Chief, or the Chief’s designee, shall reply in writing to the grievance within seven (7) calendar days after the date of the meeting.
- Step 3: If the grievance is not settled in Step 2, the written grievance may be appealed in writing by the employee or by the Association representative to the Village Manager, or the Manager’s designee, and must be received by the Village Manager, or the Manager’s designee, not later than ten (10) calendar days after the Association receives the Step 2 written reply of the Fire Chief, or the Chief’s designee. The Village Manager or the Manager’s designee shall make such investigation of the facts and circumstances as the Manager, or the Manager’s designee, deems necessary, and may meet with the Association representative and

such other individual(s) as may be necessary to review the facts surrounding the grievance. The Village Manager or the Manager's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Manager, or the Manager's designee.

Section 4.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Association to arbitration by serving on the Village a written request to arbitrate and said request must be received by the Village Manager, or the Manager's designee, not later than fifteen (15) calendar days after the Association receives the written reply of the Village Manager or the Village Manager's designee. It is acknowledged that the Association has the right to exercise its discretion to determine whether to appeal an employee's grievance to arbitration. More than one grievance may be appealed to the same arbitrator if both parties mutually so agree in writing.

If the parties fail to agree upon an arbitrator within fifteen (15) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) proposed arbitrators, all of whom are members in good standing of the National Academy of Arbitrators and who maintain a primary residence in Illinois. In case of interest arbitration, arbitrators shall also have experience in interest arbitration, which shall include issuing at least two (2) interest arbitration decisions in the Illinois public sector. The parties may each strike one (1) name. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. During the term of this Agreement the parties shall alternate in striking the first name from the panel, with the Association striking first for the first grievance appealed to arbitration, the Village striking first for the second grievance appealed to arbitration, etc.

Section 4.4. Arbitrator's Authority. The arbitrator shall consider and decide only the issues raised by the grievance as submitted to the arbitrator concerning whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement and, if the arbitrator finds that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement, the appropriate remedy. The arbitrator shall have no authority or right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the issue or issues appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his/her decision to the Village and the Association within thirty (30) days following the close of the hearing or the date on which post-hearing briefs are submitted, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts presented in the grievance. Subject to the arbitrator's compliance with the provisions of this Section, the decision of the arbitrator shall be final and binding on the Village, the Association, and the grievant. The fees and expenses of the arbitrator shall be borne equally by parties, but each party shall be responsible for compensating its own representatives and witnesses. If both parties mutually agree on having the hearing transcribed, the cost shall be split by the parties. Otherwise, any party desiring a transcript shall be responsible for the cost of same.

Section 4.5. Time Limits. If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee or the Association, whichever is applicable, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Association does not submit the grievance or appeal the Village's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association and the Village.

Section 4.6. Pay Status While Attending Grievance Meetings. Whenever practicable, the Village will schedule grievance meetings provided for in this Article during the work shift of the grievant. The grievant and, if requested by the grievant, one Association representative who works on the same shift shall be permitted to attend such 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 4.7. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, for purposes of determining whether this Agreement has been violated, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village that the Village has not previously agreed to in writing, unless the member of the bargaining unit is acting at the specific direction of the Fire Chief or other supervisory/managerial employee who is excluded from the bargaining unit set forth in Article I.

Nothing in this Agreement prevents an employee from presenting a grievance to the Village and having the grievance heard and settled without the intervention of the Union; provided, however, that the Union is afforded the opportunity to be present at such conference and that any settlement shall not be inconsistent with the terms of this Agreement.

For the purposes of this Article, the Association shall provide the Village with written notice of the name of at least one bargaining unit employee on each shift who is authorized to receive Village responses to grievances.

**ARTICLE V**  
**NO STRIKE--NO LOCKOUT**

Section 5.1. No Strike. Neither the Association nor any of its officers or agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform mandatory overtime, concerted mass resignations or concerted mass absenteeism.

Section 5.2. No Lockout. The Village will not lockout any employee as a result of a labor dispute with the Association.

**ARTICLE VI**  
**HOURS OF WORK, JOB DUTIES AND OVERTIME**

Section 6.1. No Guarantee of Hours of Work. Nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 6.2. Shifts and Tours of Duty. Except as otherwise provided in this Agreement, employees shall be assigned to regular duty shifts which shall commence at 0700 hours and shall end at 0700 the following day. The regular duty schedule shall be one shift on duty followed by two (2) shifts off duty. The regular tour of duty shall be twenty-seven (27) days.

Section 6.3. Computation of Hourly Rate of Pay for All Purposes. For purposes of computing and determining an employee's hourly rate of pay for all pay purposes under this Agreement, an employee's annual base salary and any longevity pay shall be added together and that sum shall be divided by 2,600 hours for 24-hour shift employees.

Section 6.4. Overtime Pay. For all hours worked beyond an employee's scheduled shift hours, or beyond scheduled duty trade hours that are not part of the employee's regularly scheduled shift hours, an employee shall be paid time and one-half the employee's hourly rate of pay for overtime pay purposes as set forth in Section 6.3 above. Overtime pay shall be rounded to the nearest quarter hour and paid in 15 minute increments.

Section 6.5. Assignment of Non-Emergency Duties. The assignment of shift employees to non-emergency duties and responsibilities shall normally commence at and shall not normally extend beyond the following hours:

Monday through Saturday	0700 hours to 1600 hours
Sundays	0700 hours to 1130 hours
Holidays	0700 hours to 0900 hours

For the purposes of this Section, holidays shall be the actual day on which the following eight holidays fall: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, and Christmas Eve Day.

The hours beyond which non-emergency duties do not normally extend may be extended to perform work related to public education/public relations/customer service (e.g., station tours, block parties, parades, fireworks, children's fairs).

Employees may be scheduled for night drills not more frequently than required by ISO or a fire department accrediting organization, provided that any such night drills will not be scheduled on Saturdays, Sundays, and the holidays specified above. On shifts when night training is scheduled, the hours that shift employees are assigned to non-emergency duties and responsibilities shall be reduced on an hour for hour basis.

Section 6.6. Job Duties. The primary job duties that employees covered by this Agreement may be assigned to shall be fire suppression, prevention and extinguishment, emergency medical services, rescue, hazardous materials, incident management, training, public education, and the normal and routine maintenance of equipment, fire station and grounds. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees job duties and job functions reasonably related to those set forth above. Nothing herein shall limit assignments during emergency conditions or situations which threaten citizens' lives or property.

Employees may volunteer and the Village may ask for volunteers, to perform job duties unrelated to the primary job duties set forth above, but an employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline.

Section 6.7. Meal Period and Shopping. Subject to emergency calls, between 0700 hours and 1600 hours on Monday through Saturday 24-hour shift employees shall receive two breaks of 15 minutes each and one lunch period of one and a half hours Monday through Saturday. On Sundays, 24-hour shift employees shall receive one break of 15 minutes. Each morning one employee will be given 45 minutes (normally scheduled sometime between 0700 hours and 0900) to shop for food in a staff vehicle within the Village or within one mile of the boundaries of Winnetka/Kenilworth. Cooking time for lunch and for all dinners shall occur outside the hours allotted for the performance of non-emergency duties.

Section 6.8. Distribution of Hirebacks and Holdovers. The Fire Chief or his designee shall have the right to require overtime work. Both holdovers and hirebacks shall be distributed by qualifications if needed (e.g., paramedic, fire apparatus engineer, officer). The assignment to work holdovers or hirebacks shall be in accordance with the following procedures for both shift coverage and special details:

**A. Hirebacks of More Than 48 Hours Notice**

1. The Fire Chief or designee shall provide every available employee the opportunity to express interest in working a predetermined hireback or detail when there is more than 48 hours notice, and shall establish a list reflecting such interest. The list shall include the date, time, number of hours, reason for the hireback, and a deadline in which to express an interest in working. Once the deadline has passed, any member who has not indicated on the list whether he wishes to work the overtime will be considered a “no” response to the voluntary opportunity.
2. If such hireback is needed, the Fire Chief or designee shall assign the hireback or detail to the employee(s) on the list who desire the hireback, who are qualified for the hireback in question, and who have the least amount of overtime from hirebacks, and details (excluding standby, holdovers, classes, meetings, seminars, special teams events, CPR/First Aid instruction and recall overtime) during the fiscal year.
3. If no employee is interested in working the hireback, then the holdover procedure shall be used.

**B. Hirebacks of Less Than 48 Hours Notice**

4. If a hireback is needed with less than 48 hours notice to the employees, the Fire Chief or designee shall notify all employees via pager and/or text messaging. The notice shall include the date, time, hours, and reason for the hireback. Employees interested in working the hireback shall notify the Fire Chief or designee within the designated time period of receiving the page (15 minutes or longer). The hireback shall be assigned to the employee(s) who affirmatively respond to the page within the designated time period, who are qualified for the hireback in question, and who have the least amount of overtime from hirebacks and details (excluding standby, holdovers, classes, meetings, seminars, special teams events, CPR/First Aid instruction, and recall overtime) during the fiscal year.
5. If no employee is interested in working the hireback, then the holdover procedure shall be used.

**C. Holdovers**

6. If it is determined that there is a need for a holdover by the Fire Chief, or his designee, pursuant to guidelines that may be established from time to time by the Fire Chief, or his designee, the least senior qualified employee(s) on the off-going shift shall be held over, unless such employee(s) is able to find a qualified replacement.
7. The work period for a holdover shall be contiguous with the regularly assigned shift of the employee being held over.

**D. Standbys**

8. A standby list shall continue to be maintained by the Deputy Chief which shall list all employees in order by the proximity of their residence to the Fire Department.
9. When there is a need for a standby (i.e., a situation where there is a need for an immediate replacement or additional staffing), not more than two (2) employees will be called back from the standby list, starting with the employee on the top of the standby list who can respond to the station within forty-five minutes and is qualified for the work in question.
10. Employees reporting for duty pursuant to such standby call back shall receive a minimum of two (2) hours pay at the applicable overtime rate from the time they were contacted for the standby until released by the shift commander, provided that if they are recalled within two hours of the beginning of their shift, they shall receive the actual amount of overtime due from time of the standby call back to the start of their shift to the nearest quarter hour.



**E. Recalls**

11. Any employees in excess of two (2) recalled back to duty in a situation where it does not continuously precede their scheduled working hours shall receive a minimum of three (3) hours pay at the applicable overtime rate, from the time of the recall page until released by the shift commander, provided that if they are recalled within three (3) hours of the beginning of their shift, they shall receive the actual amount of overtime due from time of the recall to the start of their shift to the nearest quarter hour. When employees respond to a recall on the day prior to their regularly assigned shift and perform EMS, suppression or ancillary duties within seven (7) hours prior to the start of their regularly assigned shift, the Chief or Deputy Chief will take the performance of such duties into account in assigning non-emergency duties during their regularly assigned shift.
12. In order to receive the minimum guarantee of three (3) hours, the employee must report within sixty (60) minutes from the time of the recall. If the employee responds to the recall, but does not do so within the required sixty (60) minutes, the employee shall only receive pay at the applicable overtime rate from the time he reports until the time in which he is released from the recall, provided he responds within 90 minutes. Any response greater than 90 minutes will require the approval of the Fire Chief or his designee.
13. This subsection concerning recalls shall not be applicable to overtime work covered by subsections A, B and C. Scheduled staff meetings, team meetings, and training shall not be considered recalls for the purposes of this subsection.

**F.** Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run). If any employee establishes that he has not received his appropriate share of overtime opportunities, the Deputy Chief shall give such employee first preference to future overtime opportunities to correct the situation.

**G.** The Deputy Chief shall maintain an up-to-date list of overtime hours worked for hirebacks and details. This list shall continue to be made available to the Union President and shift commanders via Department e-mail whenever overtime is assigned, or changes are made.

Section 6.9. Duty Trades. (a) Employees shall have the right to request an exchange of duty shifts. Requests for duty trades must be submitted at least three (3) weekdays in advance. The Fire Chief or Deputy Chief may approve in writing an exception to the required advance notice due to extenuating circumstances. Except as provided in subsection (b) immediately below, to insure an orderly exchange of duty between employees, duty trades shall only be allowed within the same class, i.e., non-officer for non-officer and officer for officer. Three or more consecutive duty trades may be granted only with the written approval of Fire Chief or Deputy Chief. The employee who accepts the trade, not the employee who would otherwise work the shift, shall be the one scheduled and responsible for the applicable shift hours. All approved duty trades must be paid back within a twelve month period from the date of the trade,

except that trades shall be paid back prior to a shift transfer when the involved employees will be transferred to the same shift.

(b) If there is a duty trade between a Lieutenant and a Captain, or between a Firemedic and an officer, no acting pay shall be paid as a result of the trade. Officers shall be permitted to request a duty trade with Firemedics who are on the active Lieutenants Final Promotion List at the time of the request. A duty trade between an officer and a Firemedic shall not be allowed if it would create an instance where there are no officers on duty.

Section 6.10. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE VII**  
**SENIORITY, LAYOFFS AND RECALLS**

Section 7.1. Seniority. Seniority is defined as an employee's length of continuous full-time service with the Village since the employee's last date of hire in a bargaining unit position. Bargaining unit employees hired on the same date shall be ranked for seniority purposes according to their respective standings on the eligibility list. Solely for purpose of determining eligibility for economic fringe benefits (e.g., vacation), employees shall be additionally credited for full-time employment with the Village in non-bargaining unit positions. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days or any periods of unpaid FMLA leave.

Section 7.2. Probationary Period. The probationary period for newly hired employees shall be twelve (12) months in duration, which may exclude periods of training, or injury or illness leaves, including duty related leave, in excess of 30 calendar days as provided in 65 ILCS 5/10-2.1-6.3(c). During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure, except that if an employee's probationary period is extended beyond one year, because he/she is required as a condition of employment to be a certified paramedic, then the sole reason that the employee may be discharged without a hearing, during the extended probationary period, is for failing to meet the requirements for paramedic certification.

Section 7.3. Layoffs. If the Village determines that it is necessary to lay off employees due to lack of work and/or lack of funds, layoffs shall be made by inverse order of seniority. It is provided, however, that if the position of an employee on disability has been filled and the employee returns to such position, then such layoff may be by rank in reverse order of seniority. In any such situation at least four (4) weeks advance notice shall be provided to the affected employees.

Section 7.4. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided that no employee may be recalled to a higher rank than the rank he/she has as of the date of layoff. Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Association, provided that the employee must notify the Fire Chief or the Chiefs designee of the employee's intention to return to work within five (5) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or the Chiefs designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled to the employee's former job and requires additional training, the Village shall provide that training at the Village's expense.

Section 7.5. Rate of Pay. Due to a layoff, a higher ranked employee shall, at his option, be assigned to a lower paying rank if the employee so desires (provided his/her seniority permits), or accept the layoff. If the employee opts for the lower rank rather than accept a layoff,

the employee will be paid in accordance with the employee's seniority as applied to the progression schedule in effect for the lower paying rank. Should a permanent vacancy in the employee's higher rank become available, the employee shall be restored to that rank (seniority permitting) and at the pay for the higher rank.

Section 7.6. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days and any other earned and accrued benefits.
2. An employee shall be paid for any earned but unused sick leave hours on the same basis as the employee would be eligible to be paid for such hours if the employee retired or his employment has been terminated.
3. One week's pay for each year of employment (rounded up to the nearest complete year) with the Village, with a minimum of four weeks salary.
4. One week's continued health insurance at Village expense for each year of employment (rounded up to the nearest complete year) with the Village, with a minimum of one month of continued coverage. Thereafter, an employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, single plus one or family coverage.
5. If an employee is recalled, any sick leave hours that have not been compensated as provided in subsection 2 above that the employee had as of the effective date of the layoff shall be restored. Example: If an employee had 480 hours of earned and unused sick leave as of the effective date of the layoff and the employee received compensation for 240 such hours, the employee would have 240 hours of sick leave restored if he is recalled.

Section 7.7. Posting of Seniority List. The Village agrees to post, on an annual basis, a list covering the names of employees who are covered by this Agreement, in order of seniority from last date of hire. 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) calendar days after the Association's receipt of the list.

Section 7.8. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged and is not reinstated;
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);

(d) is laid off for a period in excess of two (2) years.

Nothing in this Section is intended to or shall interfere with the right of an employee on a disability pension to be returned to work in accordance with the statutory provisions governing same.

**ARTICLE VIII**  
**VACATIONS**

Section 8.1. Eligibility and Allowances. All employees shall be eligible for paid vacation time. Employees start to earn paid vacation time as of their date of hire and can use paid vacation time when they have been employed for 180 days. Vacation time shall be earned based on the following schedule, beginning January 1, 2016:

<b>Length of Continuous Active Service</b>	<b>Vacation Days Earned</b>
In 1 <sup>st</sup> calendar year through calendar year in which 4 <sup>th</sup> anniversary date of employment	5 shift days
Calendar year in which 5 <sup>th</sup> anniversary date of employment occurs	5.5 shift days
Calendar year in which 6 <sup>th</sup> anniversary date of employment occurs	6 shift days
Calendar year in which 7 <sup>th</sup> anniversary date of employment occurs	6.5 shift days
Calendar year in which 8 <sup>th</sup> anniversary date of employment occurs	7 shift days
Calendar year in which 9 <sup>th</sup> anniversary date of employment occurs	7.5 shift days
Calendar year in which 10 <sup>th</sup> anniversary date of employment occurs	8 shift days
Calendar year in which 11 <sup>th</sup> anniversary date of employment occurs	8.5 shift days
Calendar year in which 12 <sup>th</sup> anniversary date of employment occurs	9 shift days
Calendar year in which 13 <sup>th</sup> anniversary date of employment occurs	9.5 shift days
Calendar years in which 14 <sup>th</sup> anniversary date of employment occurs	10 shift days
Calendar year in which 15 <sup>th</sup> through 21 <sup>st</sup> anniversary date of employment occurs	10.5 shift days
Calendar year in which 22 <sup>nd</sup> anniversary date of employment occurs	11 shift days
Calendar year in which 23 <sup>rd</sup> anniversary date of employment occurs	11.5 shift days
Calendar year in which 24 <sup>th</sup> anniversary date of employment occurs	12 shift days
Calendar year in which 25 <sup>th</sup> anniversary Date of employment occurs & subsequent years	12.5 shift days

Except for extenuating circumstances or for good cause shown and with the prior written approval of both the Fire Chief and the Village Manager, no vacation time may be carried over from one calendar year to the next.

Section 8.2. Vacation Pay. Vacation pay shall be based on the employee's regular pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 8.3. Scheduling. Subject to the direction of the Fire Chief, the Shift Commander shall coordinate time off scheduling. Selection of time off shall be scheduled by shift on a seniority basis and shall begin on or before September 15 and shall be completed by December 1. Time off selections shall be done in the following order:

1. Initial vacation selection periods shall not exceed seven (7) shift days.
2. After initial vacation selections have been completed, all remaining vacation time selections shall be made on a seniority basis until all vacation time has been selected.
3. After all vacation days have been selected, holiday time selections shall be made on a seniority basis until all holiday time has been selected.
4. After all holidays have been selected, FLSA time shall be selected on a seniority basis.

Half day selections may be combined to allow for a full shift off. Any half day selections shall be evenly split between AM (first half of the shift) and PM (second half of the shift). One full day or two half days (one for the first half of the shift and one for the second half of the shift), but not both, shall be available per shift for employees to make time off selections, except for the days on which the following holidays fall on the calendar two full days or four half days (i.e., two for the first half of the shift and two for the second half of the shift), but not both, shall be available: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving Day, Christmas Eve, and Christmas Day. On any of these specified holidays, only one full day or two half days (one in the first half of the shift and one in the second half of the same shift), but not both, may be selected by a lieutenant or captain. The designation of the foregoing holidays shall be for the purpose of this Section only.

Section 8.4. Vacation Pay upon Termination. Upon termination of employment, employees shall be paid on a pro rata basis for any unused vacation time earned in the year of termination. For purposes of this Section, if the effective date of an employee's termination of employment falls on the fifteenth of the month or later, the employee shall be credited with earning vacation hours for that month.

**ARTICLE IX**  
**HOLIDAYS AND FLSA DAYS**

**Section 9.1. Holidays.**

A. In lieu of holidays, employees shall be granted three and one-half (3 ½) shift days to be taken as paid time off during the calendar year (i.e., a total of 84 hours). Such holiday time off for each calendar year shall be scheduled in the preceding calendar year after vacations in accordance with the provisions of Section 8.3 (Scheduling).

B. Employees who are employed as of January 1 of each fiscal year shall be paid holiday compensation of sixty-one (61) hours effective at time and one-half the employee's straight time hourly rate of pay. Payment shall be included in the employee's second paycheck in April and shall be advanced payment of holiday compensation for the fiscal year commencing January 1.

Employees hired after January 1 in the fiscal year shall be paid on a pro-rata basis of 1/12 of the holiday pay for each month in which the employee was employed on the fifteenth of each month remaining in that fiscal year.

If an employee receives holiday compensation and terminates employment prior to the end of the fiscal year, the employee shall reimburse the Village pro-rata on the basis of 1/12 holiday compensation for each month the employee was not employed on the fifteenth of the month in which employment is terminated and each month thereafter in the fiscal year. Reimbursement shall be by means of a deduction from the employee's paycheck, or if the employee's paycheck is insufficient, by paying the amount owed to the Village.

**Section 9.2. FLSA Days.** Employees shall be entitled to seven and one-half (7 ½) FLSA days without reduction in pay, which days shall be scheduled after vacations and holiday time off in accordance with the provisions of Section 8.3 (Scheduling). Upon termination of employment, employees shall be paid on a pro rata basis for any unused FLSA days earned in the year of termination. For purposes of this section, if the effective date of an employee's termination of employment falls on the fifteenth of the month or later, the employee shall be credited with earning FLSA hours for that month.

**Section 9.3. FLSA Overtime.** The Village represents that it understands that the scheduling of FLSA time in the manner set forth in this Agreement which gives employees flexibility in the scheduling of FLSA time off satisfies the FLSA and that the Village is not under any obligation to pay any FLSA overtime. If, however, it is ever determined by the Department of Labor or any court that the Village has any FLSA overtime obligation for regularly scheduled hours of work, then upon written request by either party, the parties shall immediately meet to agree upon a method of scheduling FLSA time off that will eliminate any such FLSA overtime liability for regularly scheduled hours of work. If the parties are unable to agree upon such a method within thirty (30) days, the parties shall submit the issue to expedited arbitration. If the parties are unable to agree on an arbitrator within seven (7) days, the parties shall immediately request that the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators in the Chicago



metropolitan area and available to hear and decide the issue within fourteen (14) days of the date the arbitrator is selected. The parties shall select the arbitrator within seven (7) days after receipt of the FMCS panel by alternatively striking a name until one (1) name remains, who shall be the arbitrator. The party who strikes first shall be determined by a coin toss. The arbitrator shall be limited to deciding the method of scheduling FLSA time off that will eliminate any FLSA overtime liability for regularly scheduled hours of work, using the criteria typically used by interest arbitrators to resolve interest disputes.

**ARTICLE X**  
**SICK LEAVE**

Section 10.1. Accrued Sick Leave. All full-time employees shall be eligible to accrue paid sick leave as provided herein. The sick leave benefit shall be accrued at the rate of twelve (12) hours for each month of employment to begin at the date of employment. Employees who complete part of a work shift and go home sick will be debited for the amount of accrued sick leave used in fifteen minute increments. An employee may use sick leave for absence from work due to the employee's own illness or non-duty related injury, provided proper notice to the employee's supervisor has been given in accordance with Section 10.2. In addition, in an emergency situation, an employee may request to use sick leave and if such a request is made, the employee shall inform the Village of the anticipated length of time that the employee needs to deal with the emergency. Any such request shall not be unreasonably denied. The employee may be required to substantiate the reasons for requesting use of sick leave in an emergency situation. All outside employment activity that is inconsistent with the purpose of the sick leave must be discontinued while on sick leave.

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

Section 10.2. Request for Sick Leave. Employees requesting sick leave must call the on-duty supervisor as soon as possible, and preferably not less than one (1) hour prior to the start of the scheduled workday. Absent extenuating circumstances, an employee's failure to inform the on-duty supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's sick leave pay. Employees will comply with reasonable reporting rules as may be established by the Fire Chief.

An employee may be required by the Village to substantiate proof of illness when there is reason to suspect sick leave abuse.

Where the employee is absent for more than two (2) shift days, the employee may be required by the Village to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 10.3. Sick Leave Buyback.

A. Employees Who Were Hired Before April 1, 2012

Effective April 1, 2012, the following provisions shall be applicable to employees hired before April 1, 2012:

Annual Buyback

1. Effective April 1, 2012, sick leave in excess of two hundred forty (240) hours may be cashed in at 50% up to the greater of the maximum number of accrued but unused sick leave hours as of December 31, 2011 or 900 hours at the employee's regular hourly rate.

2. Any hours above the maximum number of accrued but unused sick leave hours as December 31, 2011 or 900 hours may be cashed in at 30%.
3. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck issued the following year.

#### Buyback at Termination

1. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination that are in excess of two hundred forty (240) hours and up to the maximum set forth in subparagraph 3 below.
2. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination up to the maximum set forth in subparagraph 3 below.
3. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will be established based on the greater of the number of accrued but unused sick leave hours as of December 31, 2011 or 900 hours.
4. All sick leave hours accrued but not used as of the date of termination that are above the maximum set forth in subparagraph 3 above will be paid at 30% of the employee's then current regular hourly rate of pay.

#### B. Employees Hired on or after April 1, 2012

Effective April 1, 2012, the following sick leave buyback provisions shall be applicable to bargaining unit employees who were hired on or after April 1, 2012:

##### Annual Buyback

1. Sick leave in excess of forty hundred eighty (480) hours may be cashed in at 30% at the employee's regular hourly rate.
2. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck issued the following year.

##### Sick Leave Buyback at Termination

Upon termination of employment in good standing, compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave hours accrued but not used in excess of four hundred eighty (480) hours.

C. Generally

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

D. Maximum Accumulation

Employees shall be subject to a maximum sick leave accumulation amount of two thousand one hundred sixty (2,160) hours as of the end of the fiscal year. Effective April 1, 2012 all employees shall be paid thirty percent (30%) of the value of any accrued but unused sick days above two thousand one hundred sixty (2,160) hours that have not been used during the fiscal year, said amount to be paid during January of the following year.

E. Death Benefit.

If an employee dies while on the active payroll of the Village and the employee had accumulated sick leave at the time of death, a death benefit based on that accumulated sick leave will be paid to the employee's spouse or, if no spouse, to the employee's estate. The amount of the death benefit shall be calculated in the same way that the death benefit based on accumulated sick leave is calculated for the Village's unrepresented employees who are similarly situated.

**ARTICLE XI**  
**ADDITIONAL LEAVES OF ABSENCE**

Section 11.1. Discretionary Leaves. The Village, in its discretion, may grant a leave of absence under this Article to any bargaining unit employee. Any request for a leave of absence shall be submitted in writing by the employee to the Fire Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Fire Chief or the Chief's designee and shall be in writing. The Village shall set the terms and conditions of the leave, including whether or not the leave is with or without pay and with or without benefits.

Section 11.2. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay or benefits (including, but not limited to, health insurance benefits, subject to any employee contributions that may be applicable) for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. Subject to the court's direction, the employee is expected to report for work whenever the court schedule permits. Either the Village or the employee may request an excuse from jury duty if in the Village's judgment the employee's absence would create serious operational difficulties. An employee shall immediately notify the Fire Chief or the Chief's designee if the employee is required to report for jury duty and shall provide a copy of the subpoena immediately after it is received. All monies received for jury service may be retained by the employee to cover transportation expenses.

Section 11.3. Witness Duty. Employees required to appear in court for witness duty or required to appear for depositions when subpoenaed to do so for work-related matters will be compensated by the Village at their regular pay during their normally-scheduled hours, and at time and one-half their hourly rate for hours beyond their regularly scheduled hours. Employees will be granted unpaid time off to appear in court in response to a non-work-related subpoena. Employees are free to use any available accrued vacation to receive compensation for the period of this absence. The subpoena should be shown to the employee's supervisor as soon as reasonably possible after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. Subject to the court's direction, the employee is expected to report for work whenever the court schedule permits. Employees shall be permitted to retain any compensation or travel expenses received for such required appearances.

Section 11.4. Funeral Leave. In the event of a death in the immediate family of an employee, the employee will be granted one shift day (24 hours) (two shift days in the event of the employee's spouse or child) with pay to attend the funeral or memorial service without deduction from accumulated sick leave. For this purpose, immediate family consists of the employee's mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, spouse, child, grandchild, grandparents, stepmother, stepfather, stepsister, stepbrother, stepchild, and relatives living in the same house as the employee. The Village retains the right to require proof of the funeral or memorial service and the employee's attendance at the funeral or memorial service.

Section 11.5. Benefits While On Unpaid Leave. Unless otherwise stated in this Agreement or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status; provided, however, length of service (seniority) shall continue for a disciplinary suspension. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Agreement, an employee returning from leave will have the employee's seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification or in a lower rated classification according to the employee's seniority, where the employee has the skill and ability to perform the work without additional training. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee could have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to either continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, unless otherwise provided in this Agreement.

Section 11.6. Military Leave. Military leaves will be granted in accordance with applicable State and Federal laws.

Section 11.7. Family Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of the 1993 ("FMLA") and applicable rules and regulations, the Village may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations. During FMLA leave an employee may, at the employee's option, use available unused paid leave or go on unpaid leave.

**ARTICLE XII**  
**INSURANCE**

Section 12.1. Coverage. The Village shall provide medical insurance, life insurance and dental insurance coverage and benefits for employees and their dependents as set forth herein. Notwithstanding the foregoing, the Village retains the right to change insurance carriers, to self-insure or to adopt a Health Maintenance Organization ("HMO") or PPO plan for the provision of life insurance, medical benefits, or dental benefits provided that such changes result in substantially similar coverage and benefits. In addition, the Village retains the right to change provisions in its health and dental insurance program, provided the new coverage and benefits are substantially similar to the coverage and benefits that were in effect on January 1, 2019.

Section 12.2. Medical Insurance.

A. Generally. The Village shall provide medical insurance coverage and benefits for employees and their dependents commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a member of Village's Fire Department. The Village shall pay the full cost of premiums less employee premium contributions as set forth below.

B. Premium Contributions by Employees. Employees shall contribute the following pre-tax amounts per month by means of a payroll deduction and in accordance with the coverage selected:

<b>EFFECTIVE DATE</b>	<b>SINGLE</b>	<b>SINGLE PLUS 1</b>	<b>FAMILY COVERAGE</b>
Through 12/31/19	11%	11%	12%
1/1/2020	11.5%	11.5%	12%
1/1/2021	12%	12%	12.5%
1/1/2022	12.5%	12.5%	12.5%

There will be no further increases in deductibles, out-of-pocket maximums, and prescription co-pays for the duration of this 2019 – 2022 Agreement. The contributions as provided for above shall be made by means of a payroll deduction and the Village will pay the remainder of the cost, provided that a contribution of the same amount or more is mandated for all unrepresented Village employees.

It is further provided that premium cost contributions by employees covered under this Agreement are contingent upon such contributions in the same amount (percentage or dollar equivalent) or more by all other Village employees. If any other Village employee in the same salary range pays a lesser contribution for the coverage selected, such shall be applicable to similarly situated employees covered under this Agreement.

C. Out of Pocket Costs, Deductibles and Co-Insurance.

**IN NETWORK**

<b>ITEM</b>	<b>Effective Through 12/31/2022</b>
Individual Out of Pocket Maximum	\$1,500
Family Out of Pocket Maximum	\$2,000
Individual Deductible	\$400
Family Deductible	\$1,200
Co-Insurance after Deductible	90%

**OUT OF NETWORK**

<b>ITEM</b>	<b>Effective Through 12/31/2022</b>
Individual Out of Pocket Maximum	\$3,750
Family Out of Pocket Maximum	\$7,500
Individual Deductible	\$950
Family Deductible	\$2,750
Co-Insurance after Deductible	70%

**PRESCRIPTION CO-PAYS—IN PHARMACY PURCHASES**

<b>ITEM</b>	<b>Effective Through 12/31/2022</b>
Generic	\$12.50
Brand if no generic available	\$25.00
Brand if generic IS available	\$45.00

**PRESCRIPTION CO-PAYS—MAIL ORDER**

<b>ITEM</b>	<b>Effective Through 12/31/2022</b>
Generic	\$25.00
Brand if no generic available	\$50.00
Brand if generic IS available	\$90.00

E. High Deductible Health Insurance Plan. The Village is offering, on a voluntary basis, the opportunity for Village employees to participate in a higher deductible health insurance plan (PPO2 Plan). In addition, the Village retains the right to introduce on a voluntary basis a high deductible health insurance plan.



Section 12.3. Life Insurance. The Village shall provide employees with term life insurance commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a sworn member of the Village's Fire Department in an amount equivalent to the employee's annual base salary.

Section 12.4. Dental Insurance. The Village shall continue to provide a group dental insurance program for employees commencing the first day of the calendar month following the employee's completion of thirty (30) calendar days of service with the Village. The plan offered by the Village will include a Dental PPO option. The Village will pay the cost of the premium for employee only coverage. In addition, an employee can obtain single plus one or family coverage by paying the difference between the cost of the premium for employee only coverage and the cost of the premium for the additional coverage selected by the employee.

Section 12.5. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to hospitalization and medical insurance coverage so long as the benefits and coverage are not reduced thereby except for failure to comply with reasonable cost containment procedures. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, managed care, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section 12.6. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 12.7. Retiree Medical Insurance Benefits. Retired persons will be allowed at their own cost (retiree pays 100%) to continue to participate in the Village's single and dependent coverage group medical plan (regular plan under age 65 and Medicare supplement if age 65 or older) in accordance with the terms of the plan currently in effect for active employees if the retiree had a minimum of twenty (20) years of continuous service with the Village and was eligible to receive or had a vested right to a pension from the Village at the time of termination of employment with the Village. This retiree benefit is not intended to be treated as a vested benefit and is subject to modification or termination upon expiration of the Agreement.

Section 12.8. Flex Plan. The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

Section 12.9. Establishment of a Retirement Health Savings (RHS) Plan. Once the 2019 – 2022 contract has been executed, the Village will work cooperatively with IAFF to establish a Retirement Health Savings (RHS) Plan with ICMA-RC. The terms of such agreement are to be mutually agreed-upon and at no cost to the Village. Plan deductions will be made by the Village according to terms and requirements of the agreement with ICMA-RC. The funding mechanisms will include 2.5% of the employee's gross wages, 100% of employee's sick leave payout at retirement, and 100% of employee's retirement bonus, if eligible.

Section 12.10. Vision Insurance. The Village shall offer a group vision insurance program for employees commencing the first day of the calendar month following the employee's completion of thirty (30) calendar days of service with the Village. The Village will pay the cost of the premium for employee only coverage. An employee can obtain single plus one or family coverage by paying the difference between the cost of the premium for the employee only coverage and the cost of the premium for the additional coverage selected by the employee.

**ARTICLE XIII**  
**WAGES AND OTHER ECONOMIC BENEFITS**

Section 13.1. Salary Schedule. Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix A (applicable to employees hired before April 1, 2012) and Appendix B (applicable to employees hired on or after April 1, 2012) and made a part hereof. Entry level salaries for experienced firefighters may be set above the starting salary.

Section 13.2. Longevity Pay. Upon completion of 10 years of service with the Village in a position covered by the Agreement, employees shall be paid longevity pay with each paycheck as reflected in Appendices A and B.

Section 13.3. Retroactivity. Increases shall be retroactive to January 1, 2019 and shall be applicable to all salary related items for all employees still on the active payroll on the date this Agreement is ratified by both parties, provided that any employee who retired or was laid off after January 1, 2019 but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay. Employees shall receive retroactive paychecks within forty-five (45) days of the execution of this Agreement.

Section 13.4. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the Village shall, upon prior request and approval, provide reimbursement for costs for tuition, course fees, and books for an employee taking courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be a necessary credit towards a job related degree or the course shall be job related.
2. The employee must request the approval of the Fire Chief prior to August 1 any courses to be taken in the following fiscal year and the approximate dollar amount of the request and such a request shall not be unreasonably denied. Reimbursements are made within 30 days after receipt of completion, with submission of final grade, as outlined below.
3. The course must be completed and the employee must receive a grade of at least:
  - (a) C in an alphabetical system;
  - (b) 70 out of 100 in a numeric system;
  - (c) Pass in pass/fail system.
4. The employee must still be actively employed at the time of completion of the course.
5. Tuition reimbursement shall not exceed the cost of tuition to take the same course or program at a public college or university.

6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.
7. If an employee voluntarily leaves the Village within two (2) years of the time of reimbursement, the employee must pay back the Village for the reimbursement.

Section 13.5. Reimbursement for Expenses. (a) A “Travel Request Form” must be submitted for special events and training and travel that requires an overnight stay and/or travel beyond the Chicago metropolitan area. The mode of transportation shall be the least expensive and most practical. If such travel is by automobile, a Village vehicle shall be used if available before a personal vehicle is used. Reimbursement for expenses, including a mileage allowance for use of a personal vehicle, to travel to special events or training shall only be allowed when accompanied by a pre-approved “Travel Request Form.”

(b) Reimbursement for the approved use of personal vehicles as provided above, as well as in situations where employees have obtained the prior approval from the Chief or Deputy Chief to use their personal vehicles for Fire Department business in the course of performing their duties while on shift, shall be paid in accordance with the current Internal Revenue Service allowance for mileage. Employees traveling from home to preapproved events or training within the Chicago metropolitan area that occur outside their scheduled 24-hour shifts shall receive the current Internal Revenue Service mileage allowance based on the distance from the Village of Winnetka Fire Station to the site of the event or training and the return from said site to the Fire Station.

Section 13.6. Firefighter and Paramedic Training. (a) For all job related training (including but not limited to training for required recertification or relicensing) required or approved by the Village before or beyond an employee’s 24-hour duty shift, an employee shall be paid one and one-half times his/her hourly rate of pay, which shall be calculated by dividing the employee’s annual base salary (including any longevity pay) by 2,600. Time spent by special team members for training shall include necessary and reasonable preparation time and cleanup time. The Village shall pay for the cost of all such required or approved training, including both tuition and expenses for books and materials. Travel expenses for such training shall be in accordance with the provisions of Section 13.5 (Reimbursement of Expenses).

(b) Employees may temporarily be assigned to a non-24-hour shift schedule for the purpose of required or approved job related training. Non-24-hour shift schedules shall be based on eight (8) hour work days and shall be scheduled in accordance with the examples of one and two week non-24-hour shift schedules that are attached as Appendix C, which is attached hereto and made a part hereof. An employee’s base salary (including any longevity pay) shall not be changed or altered as a result of temporarily being assigned to a non-24-hour shift schedule. Except for a hireback, a standby or a recall as provided in Section 6.8 (Distribution of Hirebacks and Holdovers), no overtime shall be paid to any employee who is temporarily assigned to a non-24-hour shift schedule.

(c) The training of probationary firefighter recruits prior to Firefighter II certification shall not be covered by the provisions of this Section. For such probationary firefighters, the practices and policies in effect on June 1, 2000 concerning the scheduling and compensation of

probationary firefighter recruits shall be maintained. Probationary firefighters upon receiving Firefighter II certification shall be covered by subparagraphs (a) and (b) above.

(d) The taking of courses in accredited programs at accredited institutions of higher education is covered by Section 13.5 (Tuition Reimbursement) and is not covered by any of the provisions of this Section.

Section 13.7. Uniforms and Equipment. The Village shall purchase and issue all uniform and turnout items required by Fire Department regulations. A Quartermaster shall be appointed by the Chief to regulate and maintain the Department's uniform and turnout equipment system.

New employees shall receive a full complement of uniforms and turnout equipment upon being hired. After initial uniform and turnout equipment issuance, replacement items will be issued for torn, damaged or worn items on an exchange basis as approved by the Quartermaster. Any employee who does not turn in torn, worn out/damaged uniform and equipment items shall be required to pay for the replacement; provided that if an employee is able to establish to the reasonable satisfaction of the Quartermaster that a uniform or equipment item has been lost or stolen due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement. It is understood that equipment items may be appropriately repaired rather than replaced if it is reasonable to repair the item. If the Village chooses to change a uniform or turnout item, the replacement shall be at the discretion and expense of the Village.

Employees shall maintain their equipment and uniforms in a serviceable and neat-appearing manner. No portion of the uniform shall be worn off duty except to and from work. The daily work clothes, or uniform of the day, shall be as prescribed by the Fire Chief, or his designee (usually the Shift Commander). Upon separation from service, all badges, identification, turnout gear, and equipment purchased by the Village shall be returned to the Village; all uniform or turnout items purchased by third parties shall be returned to such third parties upon request by the third party.

The uniform issue items and turnout issue items currently provided by the Village are as follows:

**UNIFORM ISSUE ITEMS**

- One pair dress shoes
- One dress blouse
- One pair dress trousers
- Two long sleeve shirts
- Four short sleeve polo knit shirts with name and logo
- Four pair work pants
- One dress cap with accessories
- One EMS coat
- Four T-shirts with logo
- One pair steel toe work shoes or boots
- One belt

- Two name tags
- Two badges
- Two sets of collar insignias (officers)
- One job shirt with name and logo
- One tie
- One navy watch cap with logo
- One sweat shirt with logo
- One pair sweat pants with logo

**TURNOUT ISSUE ITEMS**

- One protective turnout coat
- One pair of protective turnout pants
- One helmet with face shield
- One Nomex hood
- Two pair leather gloves
- One pair turnout boots
- One SCBA face piece
- One flashlight

The Village shall not be responsible for the repair or replacement of any uniform or turnout items provided by a funding source other than the Village (e.g., foreign fire tax funds), the use of which has been approved by the Fire Chief.

Effective with the first paycheck in January 2011 (and with the first paycheck in each January thereafter), each employee will be paid a uniform and maintenance allowance of \$325.

Section 13.8. Retirement Bonus. The parties agree that upon retirement, any employee retiring from the Village’s Fire Department during the term of this Agreement who gives the Village at least forty-five (45) days’ written notice in advance of the date of retirement, and who has the minimum number of years of service as set forth below will receive the following retirement bonus:

<u>Years of Service</u>	-	<u>Retirement Bonus</u>
25 years or more	-	1 month’s regular salary
20-24 years	-	75% of 1 month’s regular salary
15-19 years	-	50% of 1 month’s regular salary

For the purposes of this Section, the term “regular salary” shall include longevity pay.

After giving 45 days’ written notice, the employee has a one-time option to withdraw the retirement notice and can continue employment with the Village. However, when the employee retires, the bonus will be reduced by 50% of whatever bonus category (above) the employee is eligible to receive.

Section 13.9. Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally. Visits by representatives shall be arranged and scheduled in accordance with Village policy.

Section 13.10. Acting Pay. A firefighter who is assigned to perform the duties of shift lieutenant or a lieutenant who is assigned to perform the duties of a captain for six hours to twelve hours shall be paid one hour of straight time pay and for more than twelve hours shall be paid two hours of straight time pay. No more than two hours of acting pay will be paid for filling the same position within a 24 hour shift.

The selection of a firefighter to serve as an acting lieutenant shall be done in the following priority order:

1. A firefighter who is on the current promotional list for the rank of Lieutenant, and in the case of two (2) or more are on the list, then the firefighter higher on the list; next
2. A firefighter certified as a provisional Fire Officer I; next
3. A firefighter determined by the Shift Commander to be qualified to serve as an acting lieutenant.

The selection of a lieutenant to serve as an acting captain shall be done in the following priority order:

1. A lieutenant who is on the current promotional list for the rank of Captain, and in the case of two (2) or more are on the list, then the lieutenant higher on the list; next
2. A lieutenant certified as a provisional Fire Officer II; next
3. A lieutenant determined by the Fire Chief or designee to be qualified to serve as an acting captain.

If there is a duty trade between a lieutenant and a captain, no acting pay shall be paid when the lieutenant works for the captain as part of the duty

Section 13.11. Preceptor Pay. The Village shall establish a Paramedic preceptor Program to provide a mentoring relationship between a paramedic student and established firemedics. The Preceptor is to provide to the student the assistance necessary to develop the knowledge and skills to the level at which the student is capable of operating as a Paramedic in the St. Francis EMS System.

1. **Qualifications:** Preceptors must be a firemedic in good standing within the St. Francis EMS System, and must have a minimum of two years of such standing with the Winnetka Fire Department. Preceptors must also possess at least one of the

following certifications: (1) Advanced Cardiac Life Support; (2) Pediatric Advanced Life Support.

2. Requirements: The Preceptor must (1) complete the St. Francis EMS System preceptor orientation program, (2) meet all System and Departmental reporting and riding requirements, and (3) maintain the mentoring relationship from assignment to a student through the student's successful completion of the State licensure exam.
3. Stipend: Only the firemedic assigned as the main paramedic preceptor shall receive a one-time stipend of \$350 for each paramedic precepted. Only one stipend will be paid per student precepted.



**ARTICLE XIV**  
**LABOR-MANAGEMENT COMMITTEE**

Section 14.1. Labor-Management Committee. At the request of either party, the Chief Association Representative (as determined by the Association) and the Village Manager or their designees may meet quarterly (or more frequently if both chief representatives mutually agree) to discuss matters of mutual concern that do not involve negotiations. The Chief Association Representative may invite other Association representatives(not to exceed two) to attend such meetings. The Village Manager or designee may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five(5) days prior to the date of the meeting if requested by the other party. If either party is going to have as a representative someone other than a Village employee in attendance at any Labor-Management Committee meeting, such party shall advise the other party of the name of such non-Village employee at least five (5) days prior to the date of meeting; if the other party thereafter decides to have a non-Village employee be a representative at such meeting, it shall notify the other party of the name of such non-Village employee at least two (2) days prior to the date of the meeting. Employees scheduled to work will notify the Fire Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

**ARTICLE XV**  
**MISCELLANEOUS PROVISIONS**

Section 15.1. Discipline. Disciplinary actions by the Village against non-probationary employees shall be for reasons based upon the employee's failure to fulfill responsibilities as an employee, including off-duty conduct where such conduct adversely affects the employee's performance of his work duties or adversely affects the Department's reputation or effectiveness in the community.

The contractual grievance and arbitration procedure shall be the sole recourse for non-probationary employees to appeal such disciplinary action and shall be in lieu of the provisions of the Board of Fire and Police Commissioners Act and disciplinary proceedings before the Village of Winnetka Board of Fire and Police Commissioners.

Section 15.2. Association Representation. An employee has the right, upon request, to the presence, assistance of and consultation with a reasonably available Association representative when questioned by the Village, if the employee reasonably believes that such questioning may lead to discipline, suspension or discharge. The presence of an Association representative shall not interfere with the Village's questioning or with the employee's obligation to respond to questions relevant to the matter being investigated.

Section 15.3. Amendment. This Agreement may be amended or modified during its term only with the mutual written consent of both parties.

Section 15.4. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally unless the context clearly provides otherwise.

Section 15.5. Light Duty. The Village may require an employee who is on a duty-related injury or illness leave and not on a disability pension to return to work in an available light duty assignment in the Fire Department that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is medically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing medical condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on a non-duty-related injury or illness leave and not on a disability pension has the right to request that he be placed in an available light duty assignment in the Fire Department that the employee is qualified to perform and such a request shall not unreasonably be denied, provided that the Village's physician has reasonably determined that the employee is medically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing medical condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

The normal hours of work for an employee with a light duty assignment shall be between 8:30 a.m. and 5:00 p.m., Monday through Friday, with a one hour lunch period. When an

employee is performing light duty assignments under this Section, the employee shall continue to receive his/her regular compensation and benefits.

The provisions of Section 15.8 (Fitness Examinations) shall be applicable if an employee disputes the determination of the Village's physician under any of the provisions of this Agreement.

If an employee returns to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to end the light duty assignment.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

Both parties agree that nothing herein shall be construed to either expand or contract the provisions of the Public Employee Disability Act, 5 ILCS 345; provided, however, that if an employee was receiving benefits under said Act immediately prior to returning to work on a light duty assignment, the period of time that an employee works in a light duty assignment tolls the running of the twelve (12) month period of benefits under said Act.

Section 15.6. No Solicitation. While the Village acknowledges that the Union may be conducting solicitation of Winnetka merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions on behalf of the Winnetka Fire Department or the Village.

The Union agrees that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time. The Union may not use the words "Winnetka Fire Department" in its name.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union directed to the general public, nor shall it limit the Village's right to make public comments concerning solicitation.

Section 15.7. Fitness Examinations. If there is any reasonable question concerning an employee's fitness for duty, fitness to return to duty following a layoff, or unpaid leave of absence in excess of sixty (60) days, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional in the appropriate specialty and/or subspecialty who is selected by the Village. The foregoing requirement shall be in addition to the requirement in Section 10.2 (Request for Sick Leave) that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave. If the employee is currently in on-duty status or is on a paid leave of absence, the fitness examination that may be directed by the Village will be scheduled while the employee is on duty or while the employee is on paid leave. If the employee is on an unpaid leave of absence, the employee will be considered in nonduty/nonpay status for the purpose of such examination.

Where the Village directs an employee to be examined, the employee shall have the right of being examined at his own expense (with the understanding that some or all of such expense may be covered by the employee's health insurance) by a medical professional of his own choosing who is qualified and licensed in the appropriate specialty and/or subspecialty. 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 qualifications who shall be jointly selected by the Village's medical professional and the employee's medical professional. The fees and expenses of the third medical professional shall be split by the Village and the employee (with the understanding that some or all of the employee's expense may be covered by the employee's health insurance). In such event, the decision of the third medical professional shall determine the employee's fitness for duty and such determination, if reasonably definitive, shall not be subject to the grievance and arbitration procedure specified in this Agreement.

Section 15.8. Americans with Disabilities Act. It is agreed that the Village has the right to take any action needed to be in compliance with the requirements of the Americans with Disabilities Act, provided such action does not conflict with any other provisions of this Agreement.

Section 15.9. Drug and Alcohol Testing.

A. Reasonable Suspicion Testing. The Fire Chief, Deputy Fire Chief or, in their absence, the Shift Commander may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. In addition, in the case of an apparatus accident involving a serious personal injury or death, the apparatus driver may be required to submit to drug and alcohol testing. At the time of the order to take the test, the Fire Chief, Deputy Fire Chief or the Shift Commander, as the case may be, shall provide an employee who is ordered to submit to any such test with a written statement of the facts upon which the reasonable suspicion is based. Refusal to submit to such testing shall be subject to discipline up to and including discharge.

Reasonable individualized suspicion shall be defined as: Observable phenomena, such as direct observation of use and/or physical symptoms resulting from using or being under the influence of alcohol or controlled substances (e.g., the aroma of alcoholic beverage or controlled substance, and/or uncoordinated physical actions inconsistent with previously observed skill levels). A hunch or other such subjective opinion shall not be considered reasonable.

If an employee is going to be ordered to submit to a reasonable suspicion test, the employee may request that an on duty Union representative be present at the time the order is given to the employee. If there is no on duty Union representative, the employee may request that another employee be present.

B. Random Testing. The Village may conduct random drug and alcohol testing up to three times per calendar year. The pool used to randomly select employees to be tested shall include all sworn members of the Winnetka Fire Department, as well as the Village Manager (i.e., all bargaining unit employees, plus the Fire Chief, Deputy Fire Chief, and Village

Manager). The total number from the pool who are randomly tested per calendar year shall not exceed six (6). Such tests shall only be conducted on Mondays through Fridays between the hours of 8:00 A.M. and 3:30 P.M. There shall be no random testing on holidays. Refusal to submit to such testing shall be subject to discipline up to and including discharge.

C. Procedures. The Village shall use the offices of Occupational Medicine Evanston Glenbrook Associates (OMEGA), which is certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The Village shall also use the services of a Medical Review Officer (MRO) from OMEGA. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding based upon the applicable cutoff standards, a GC/MS confirmatory test shall be conducted on the same sample. An initial positive screening test result shall not be reported or submitted to the Village; only GC/MS confirmatory test results will be reported to the Village Manager and/or designee. The employee will be provided with a copy of any test results that the Village receives. A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Where the employee requests another confirmatory test, the original testing laboratory shall directly transfer the test sample to the certified laboratory of the employee's choice.

D. Cutoff Standards. The cutoff standard for determination of a positive finding of alcohol shall be at a blood alcohol level of .02 or more. The cutoff standards for the determination of a positive finding of drugs shall be:

SUBSTANCE	INITIAL TEST LEVEL	GC/MS CONFIRM TEST LEVEL
Amphetamines	1000 ng/ml	500 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Cocaine metabolites	300 ng/mL	150 ng/mL
Marijuana metabolites	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	300 ng/mL
Methaqualone	300 ng/mL	300 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL

Test results below the foregoing cutoff standards shall be considered negative.

E. Prohibitions. The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, as well as abusing prescription drugs, being under the influence of alcohol or consuming alcohol while on duty, may be cause for discipline up to and including termination. Nothing herein shall be construed to prevent an employee from asserting, or the

Village or an arbitrator considering, that there should be treatment in lieu of discipline in any proceeding.

F. Test Results. (a) Negative Results: If the test results are negative, the employee shall be compensated for all time attributable to the order to take the test and for all time attributable to the testing, including compensation at the appropriate overtime rate for all necessary time in excess of the employee's work schedule.

(b) Positive Results. If the test results are positive for alcohol or for any controlled substance, the employee shall not be compensated for any time attributable to the test.

G. Handling of First Positive Test Results. If an employee tests positive for either drugs and/or alcohol as a result of random testing or reasonable suspicion testing, the employee shall be permitted to return to work as soon as possible after a positive test finding, provided the employee must undergo a return to work alcohol or controlled substance test for which the employee will not be compensated, and provided the results of any such test are negative. Such employee shall be referred to the Employee Assistance Program for evaluation and therapeutic referral. A referred employee shall have the right to evaluation and a program of therapy by an agency not connected with the Village, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and it has been approved by the Village, which approval shall not be unreasonably withheld. The costs of either the Village EAP or in an outside program shall be paid by the Village to the extent such costs are covered by the Village's health insurance program. If an employee refuses such referral, or upon referral, refuses to participate in recommended therapy, discipline may be imposed up to and including discharge. While no discipline will be imposed as long as the referred employee is pursuing in good faith any recommended therapy, the employee will be subject to follow-up testing during the period of therapy in accordance with the following:

- The number or frequency of follow-up tests, which shall be while on duty, shall be as directed and may consist of up to six tests in the first twelve (12) months following an employee's return to work.
- Follow-up testing shall not exceed twelve (12) months from the date of the employee's return to work.

If the employee tests positive a second time, either during the therapy period or thereafter, the employee may be subject to discipline up to and including discharge.

H. Employee Assistance Program. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the Employee Assistance Program, and the Fire Chief, Deputy Fire Chief, Village Manager, and the EAP Administrator shall be the only Village employees informed of any such request or of any treatment that may be given and they shall hold such information strictly confidential.

Section 15.10. Outside Employment. While off duty, employees shall be permitted to engage in outside employment, including self employment, provided that such does not interfere with the employee's work duties in the Department or result in a conflict of interest. Employees must notify the Fire Chief of the status of their outside employment on an annual basis.

Section 15.11. Physical Fitness Evaluation Program. The Department shall maintain an Employee Physical Fitness Evaluation Program in which all employees are required to participate. Refusal to participate in the Department's Physical Fitness Evaluation Program may be cause for discipline.

Financial incentives shall be paid up to twice annually for employees who take the Employee Physical Fitness Evaluation and whose average score is at or above the sixty-fifth (65%) percentile in accordance with the following schedule:

<u>Standard</u>	<u>Incentive Pay</u>
Excellent (65% to 89%)	\$150.00
Superior (90% or above)	\$200.00

Testing dates will be established by the Fire Chief or his designee in coordination with the Training Officer. The schedule may be adjusted as long as the two evaluation processes are a minimum of four (4) months apart. Employees who are unable to test within fifteen (15) days of the established date for their shift, regardless of the reason, will forfeit the incentive pay for the given evaluation period. Employees who meet the standard shall receive the incentive pay within forty-five (45) days after the physical fitness evaluation testing period. The entire evaluation process will be done on duty time and overtime will not be available except for evaluators, if needed.

Either party may request that the Labor/Management Committee reconvene as needed to review the schedule and components of the Physical Fitness Evaluation Program.

The mandatory Physical Fitness Evaluation Program should 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 their established goals. The foregoing shall not be construed to relieve an employee of his/her obligation to meet job-related physical fitness standards.

For the purpose of determining whether or not an employee is fit for duty, the provisions of Section 15.7 shall be applicable.

Section 15.12. Eye Glass Replacement. Purchase of safety glasses (including, but not limited to, prescription safety glasses, if needed) shall be provided from a vendor selected by the Village to those employees whose job assignments present a hazard to their eyes. After initial issue of safety glasses to an employee, replacement glasses shall be provided on an as needed basis (i.e., prescription change, broken or damaged lens, etc.), but limited to one pair of glasses per year. Repairs to safety glasses shall be made on an as needed basis. Replacement of lost or stolen glasses shall be the responsibility of the employee.

Section 15.13. Inoculations. The Village shall provide, at Village expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The Village shall offer such inoculation to every new employee. Additionally, the Village shall provide verification test of successful inoculation to any employee that received the inoculation series,

and any additional inoculations necessary. The Village shall provide, at its expense, such further prophylactic inoculations as determined to be necessary or appropriate by the parties or the Project Medical Director of the system covering the Winnetka Fire Department.

Section 15.14. Communicable Diseases. Upon notification that an employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee shall immediately be notified of such by the Village. The costs for any related medical examination and/or other diagnostic tests, and/or screening, and/or prophylactic treatment shall be paid by the Village. Costs for any treatment shall be paid in accordance with either Workers Compensation or Occupational Disease laws or the employee's health plan, whichever is applicable.

Section 15.15. Use of Village Telephones and Shop Privileges. Employees shall continue to have access to Village telephones at the Fire Station and to have "shop privileges" for personal reasons subject to reasonable limits as determined by the Fire Chief or his designee.

Section 15.16. Association Insignia. Employees may wear one official Association insignia for the sole purpose of identifying the Association's affiliation(s), a copy of which is attached as Appendix D, which is attached hereto and made a part hereof, on the left breast pocket of their work shirts and dress blouses. Such insignia shall be a pin not larger than the size of a quarter. Except as provided above, employees shall not wear Association insignia on Village provided uniforms (either work or dress) or place any Association or Association-related insignia or stickers on Village property or equipment.

Section 15.17. Subcontracting. No bargaining unit 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. Notwithstanding the foregoing, basic fire suppression work and emergency medical services 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 Article V, Section 5.1 (No Strike) of this Agreement.

Section 15.18. Residency. There shall be no residency requirement for bargaining unit employees.

Section 15.19. Fire Department Medical/Physical Program. The Village will continue the Fire Department's medical/physical program.

Section 15.20. Administrative Lieutenant. The following provisions shall govern the sworn position of administrative lieutenant:

1. Job Description: In addition to the job duties set forth in the job description for shift lieutenants, the administrative lieutenant position shall also have fire prevention and administrative duties, and other duties as assigned by the Fire Chief or his designee.
2. Initial Selection of Administrative Lieutenant. The first employee to be assigned as the administrative lieutenant shall be the next employee on the current



lieutenant's promotion list. If a permanent position for a shift lieutenant thereafter becomes available, the administrative lieutenant shall have the right to be reassigned to such position.

3. Subsequent Selection of Administrative Lieutenant: If the administrative lieutenant position becomes vacant and the Village decides to fill it, it shall first be offered to the next employee on the current lieutenant's promotion list. If the next person on the list does not want to take the administrative lieutenant position, it shall be offered to the two shift lieutenants in the order of their seniority. If neither of the two shift lieutenants qualifies for the administrative lieutenant position as determined by the Fire Chief and is willing to accept the position, then the next person on the current promotion list will be assigned the administrative lieutenant position.
4. Normal Work Week: The normal work week for the administrative lieutenant shall be 40 hours as assigned by the Fire Chief.
5. Salary: The annual salary of the administrative lieutenant shall be based on the annual salary that he would be paid as a shift lieutenant, plus sixty-one (61) hours of overtime pay computed on the overtime rate for shift lieutenants.
6. Administrative Overtime: If an administrative lieutenant is assigned overtime for the performance of his duties as the administrative lieutenant, the applicable overtime rate shall be based on an annual work year of 2,080 hours.
7. Shift Overtime: The administrative lieutenant shall be eligible for shift overtime on evenings, weekends, and holidays in accordance with the contractual overtime assignment policies. If the administrative lieutenant works shift overtime, he shall be paid at the same overtime rate that he would have been paid if he was shift lieutenant, i.e., the applicable overtime rate shall be based on an annual work year of 2,600 hours.
8. Assignment as Shift Lieutenant: The administrative lieutenant may be reassigned as a shift lieutenant if needed by the Department as determined by the Fire Chief (e.g., long term sickness or injury, retirement, etc.).
9. Sick Leave: The number of hours of sick leave that the employee has accumulated as of the date of his assignment to the administrative lieutenant position will be frozen and he will accumulate sick leave hours while in the administrative lieutenant position on the same basis as the Village's 40-hour employees.
10. Paid Time Off: Paid time off shall be as follows:
  - (a) Holidays and personal days shall be the same as established for the Village's 40-hour employees (currently 7 holidays and 5 personal days).

- (b) Vacation will be the same as established for the Village's 40-hour employees.
  - (c) No FLSA days unless reassigned to a shift for an extended period of time (will apply pro rata for 28-day cycles).
11. Relationship to Collective Bargaining Agreement: If there is any conflict or inconsistency between the provisions of this Section 15.20 and the remaining provisions of this Collective Bargaining Agreement, the provisions of this Section 15.20 shall govern and control.

**ARTICLE XVI**  
**STATUTORY RIGHTS**

Section 16.1. Bill of Rights. The Village shall abide by the lawful requirements of the “Firemen’s Disciplinary Act”, 50 ILCS 745/1 et seq., as amended.

Section 16.2. Personnel Files. The Village shall abide by the lawful requirements of the “Personnel Records Review Act”, 820 ILCS 40/1 et seq., as amended.

Section 16.3. Public Safety Employee Benefits. The Village shall abide by the lawful requirements of the “Public Safety Employee Benefits Act”, 820 ILCS 320/1 et seq., as amended.

Section 16.4. Workers’ Compensation, Occupational Disease and Disability. The Village shall abide by the lawful requirements of the “Workers’ Compensation Act”, 820 ILCS 305/1 et seq., as amended, the lawful requirements of the “Workers’ Occupational Diseases Act”, 820 ILCS 310/1 et seq., as amended, and the lawful requirements of the “Public Employee Disability Act”, 5 ILCS 345/1 et seq., as amended.

Section 16.5. Non-Discrimination. Neither the Village nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, creed, color, religion, sex, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, and union activities or non-union activities.

Section 16.6. Access to Arbitration. Any alleged violation of any of the above Sections of this Article may not be taken to the Arbitration step of the grievance procedure without the specific written agreement of the Village

**ARTICLE XVII**  
**PROMOTIONS**

Section 17.1. General. Promotions to the ranks of Lieutenant and Captain shall be in accordance with the provisions of this Article. All vacancies to the ranks of Lieutenant and Captain shall be filled by promotion on the basis of examination, merit, subjective evaluations, seniority and eligibility for additional points. 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 17. 2 below and desire to submit themselves to such process. The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in Section 17. 2 below and desire to submit themselves to such process.

Section 17.2. Eligibility Requirements. Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if they (1) have a minimum of thirty six (36) months seniority pursuant to Section 7.1, (2) are State certified as Advanced Firefighter or Firefighter III.

Members of the bargaining unit shall be eligible to participate in the process for promotion to Captain if they (1) have served a minimum of one (1) year as a full-time Lieutenant in the Winnetka Fire Department, and (2) are State certified as Fire Officer I.

Anniversaries of service that affect eligibility will be deemed to occur on the date on which the written exam is given.

Section 17.3. Components of the Promotional Process and the Weighting of Components. The placement of eligible candidates on a Lieutenant or Captain 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>
Written examination	45%
Officer's Rating	20%
Assessment Center	30%
Seniority (pursuant to Section 7.1)	5%
Upon completion of 3 years, 1%	
Upon completion of 4 years, 2%	
Upon completion of 5 years, 3%	
Upon completion of 6 years, 4%	
Upon completion of 7 years, 5%	

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 in writing shall so advise the appointing authority as designated in writing by the Village Manager.

The written examination shall be administered after all the other components have been administered and graded. The subject matter of the written examination shall job related and

fairly test the capacity of the candidate to discharge the duties of a Lieutenant or Captain, whichever is applicable. 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 applicable rank in the Winnetka Fire Department and made available to potential examinees at least 90 days before the examination is administered. 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). At the completion of the written examination, candidates shall have the right to obtain their individual scores and review the answers to the examination that are considered to be correct.

Section 17.4. Scoring of Components and Posting of Preliminary Promotion List. The scores for each component of the promotional process shall be disclosed to each candidate as soon as practicable after the component is completed. 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 appointing authority as designated in writing by the Village Manager. Candidates shall be ranked on the preliminary promotion list 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 17.5. Additional Points and Posting of Final Promotion List. A candidate on the preliminary promotion list who is eligible for additional points as hereinafter provided may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, additional points shall be awarded as follows:

- Provisional certification as a Fire Officer I -- 3 points (only applicable to the Lieutenant promotional process)
- Provisional certification as a Fire Officer II -- 3 points (only applicable to the Captain promotional process)
- Associate's Degree in Fire Science or any Bachelor's degree from an accredited college or university -- 3 points
- Veteran's preference points -- 3 points

Although an employee may be eligible for more than one of the foregoing, the maximum number of additional percentage points that will be award under this Section 17.5 is three (3).

The appointing authority as designated by the Village Manager in writing shall then make adjustments to the rank order on the preliminary promotion list based on any additional 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 additional points, if any, are 75 or better.

Section 17.6. Vacancy and Order of Selection. A vacancy in the rank of Lieutenant or Captain shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded by the Village Board of Trustees and the Village Manager has authorized to be filled. When there is a vacant or newly created position in the rank of Lieutenant or Captain that the Village Board of Trustees has funded and the Village Manager has authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final applicable 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 demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the rank in question. 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 IV 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 17.7. Duration of Final Promotion List. A final promotion list shall be effective for a period of three (3) years from the date of its posting or the date that the list is exhausted, whichever occurs earlier. If a vacated Lieutenant or Captain 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 or Captain position(s) that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of three (3) 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.

The promotional testing process for the ranks of Lieutenant and Captain occurs every three (3) years. The current lists expire September 15, 2020. In order to implement a change in the timing of testing, the Association and Village agree, on a one-time and non-precedent setting basis, that the final promotional lists for the ranks of Lieutenant and Captain, which result from the promotional testing in 2020, shall only have a duration of two (2) years and eight (8) months. Therefore, the 2020 lists will expire on May 15, 2023 and then will resume the regular three (3) year expiration. The Village will establish the testing process timeframe to accommodate this one time change in expiration.

Section 17.8. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to any section of this Article may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth

in Article IV of this Agreement; provided, however, any such grievance must be filed within seven (7) calendar days of the date the final promotion list is posted. 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 or Captain, whichever is applicable, and such employee shall be paid on the basis of the first step of Lieutenant salary schedule or the first step of the Captain salary schedule, whichever is applicable.

Section 17.9. Precedence of Article. Pursuant to Section 10 (e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the provisions of this Article shall govern to process and procedure for promotion to the ranks of Lieutenant and Captain. 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 Winnetka Board of Fire and Police Commissioners, the provisions of this Article shall be applicable.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

Section 18.1. Savings Clause. If any provision of this Agreement, or the application of any such provision, should be rendered or declared invalid by any court or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof if requested by either party in writing within thirty (30) days after the date the Article, Section or portion thereof was invalidated.



**ARTICLE XIX**  
**ENTIRE AGREEMENT**

Section 19.1. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by the express language of this Agreement. Notwithstanding the foregoing, the Association specifically does not waive and reserves its right to engage in impact/effects bargaining, which are not referred to or covered by this agreement.

**ARTICLE XX**  
**DURATION AND TERMINATION**

Section 20.1. Termination in 2022. Unless otherwise specifically provided in this Agreement, this Agreement shall be effective the day following its execution by both parties, and shall remain in full force and effect until midnight December 31,2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date.

The terms of this Agreement shall continue to be applicable and binding on both parties during all negotiations for a successor Agreement, including any impasse resolution procedures.

Executed this \_\_\_\_ day of \_\_\_\_\_ 2019, after being first ratified by the Association's membership and then by the Village's President and Board of Trustees.

WINNETKA FIRE FIGHTERS  
ASSOCIATION, LOCAL 2077

THE VILLAGE OF WINNETKA,  
ILLINOIS

By: \_\_\_\_\_  
Timothy McManigal, President,  
Local 2077

By: \_\_\_\_\_  
Christopher D. Rintz, Village President

By: \_\_\_\_\_  
Christopher Tillson, Vice President,  
Local 2077

By: \_\_\_\_\_  
Robert M. Bahan, Village Manager

By: \_\_\_\_\_  
Jon Colpaert, Committee Member

By: \_\_\_\_\_  
Alan Berkowsky, Fire Chief

By: \_\_\_\_\_  
James Gerard, Committee Member

By: \_\_\_\_\_  
John Ripka, Deputy Chief

By: \_\_\_\_\_  
Scott Michehl, Committee Member

By: \_\_\_\_\_  
Megan E. Pierce, Assistant Village  
Manager

**APPENDIX A**

**SALARY SCHEDULE FOR EMPLOYEES HIRED BEFORE APRIL 1, 2012**

Percentage Change			2.25%	2.50%	2.50%	2.50%
			1/1/2019	1/1/2020	1/1/2021	1/1/2022
	<b>Firemedic</b>	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	\$72,178	\$73,802	\$75,647	\$77,538	\$79,477
A	6 - Months	\$76,898	\$78,628	\$80,594	\$82,609	\$84,674
B	18 - Months	\$81,617	\$83,453	\$85,540	\$87,678	\$89,870
C	30 - Months	\$86,537	\$88,484	\$90,696	\$92,964	\$95,288
D	36 - Months	\$91,145	\$93,196	\$95,526	\$97,914	\$100,362
E	48 - Months	\$95,759	\$97,914	\$100,361	\$102,870	\$105,442
F	10 - Years	\$98,539	\$100,756	\$103,275	\$105,857	\$108,504
Percentage Change			2.25%	2.50%	2.50%	2.50%
			1/1/2019	1/1/2020	1/1/2021	1/1/2022
	<b>Lieutenant</b>					
	<b>Paramedic</b>	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	\$100,766	\$103,033	\$105,609	\$108,249	\$110,955
	Start w/10 Years	\$103,688	\$106,021	\$108,671	\$111,388	\$114,173
A	12 - Months	\$105,795	\$108,176	\$110,880	\$113,652	\$116,494
	12 Months w/10 Years	\$108,865	\$111,315	\$114,098	\$116,950	\$119,874
B	24 - Months	\$110,803	\$113,296	\$116,129	\$119,032	\$122,008
	24 Months w/10 Years	\$114,012	\$116,577	\$119,491	\$122,478	\$125,540
Percentage Change			2.25%	2.50%	2.50%	2.50%
			1/1/2019	1/1/2020	1/1/2021	1/1/2022
	<b>Captain</b>					
	<b>Paramedic</b>	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	\$114,516	\$117,092	\$120,020	\$123,020	\$126,096
	Start w/10 Years	\$117,835	\$120,486	\$123,499	\$126,586	\$129,751
A	12 - Months	\$118,224	\$120,884	\$123,906	\$127,004	\$130,179
	12 Months w/10 Years	\$121,652	\$124,389	\$127,499	\$130,686	\$133,954
B	24 - Months	\$121,957	\$124,701	\$127,819	\$131,014	\$134,290
	24 Months w/10 Years	\$125,491	\$128,315	\$131,522	\$134,810	\$138,181

**APPENDIX B**

**SALARY SCHEDULE FOR EMPLOYEES HIRED ON OR AFTER APRIL 1, 2012**

Percentage Change			2.25%	2.50%	2.50%	2.50%
			1/1/2019	1/1/2020	1/1/2021	1/1/2022
	<b>Fire medic</b>	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	\$72,178	\$73,802	\$75,647	\$77,538	\$79,476
A	6 - Months	\$73,905	\$75,568	\$77,457	\$79,394	\$81,379
B	18 - Months	\$76,200	\$77,914	\$79,862	\$81,859	\$83,905
C	30 - Months	\$78,909	\$80,684	\$82,701	\$84,769	\$86,888
D	36 - Months	\$81,617	\$83,454	\$85,540	\$87,678	\$89,870
E	48 - Months	\$86,537	\$88,484	\$90,696	\$92,964	\$95,288
F	60 - Months	\$91,145	\$93,196	\$95,526	\$97,914	\$100,361
G	96 - Months	\$95,759	\$97,914	\$100,362	\$102,871	\$105,443
H	10 - Years	\$98,539	\$100,756	\$103,275	\$105,857	\$108,504
Percentage Change			2.25%	2.50%	2.50%	2.50%
	<b>Lieutenant</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022
	<b>Paramedic</b>	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	\$100,766	\$103,033	\$105,609	\$108,249	\$110,955
	Start w/10 Years	\$103,688	\$106,021	\$108,671	\$111,388	\$114,173
A	12 - Months	\$105,795	\$108,176	\$110,880	\$113,652	\$116,494
	12 Months w/10 Years	\$108,865	\$111,315	\$114,098	\$116,950	\$119,874
B	24 - Months	\$110,803	\$113,296	\$116,129	\$119,032	\$122,008
	24 Months w/10 Years	\$114,012	\$116,577	\$119,491	\$122,478	\$125,540
Percentage Change			2.25%	2.50%	2.50%	2.50%
	<b>Captain</b>		1/1/2019	1/1/2020	1/1/2021	1/1/2022
	<b>Paramedic</b>	Base	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
Start	Start	\$114,516	\$117,092	\$120,020	\$123,020	\$126,096
	Start w/10 Years	\$117,835	\$120,486	\$123,499	\$126,586	\$129,751
A	12 - Months	\$118,224	\$120,884	\$123,906	\$127,004	\$130,179
	12 Months w/10 Years	\$121,652	\$124,389	\$127,499	\$130,686	\$133,954
B	24 - Months	\$121,957	\$124,701	\$127,819	\$131,014	\$134,290
	24 Months w/10 Years	\$125,491	\$128,315	\$131,522	\$134,810	\$138,181

## APPENDIX C

### One week Non 24 Hour Shift Schedule

For shift personnel working a schedule other than 24 hour shift and overtime

Friday Work Schedule							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 12 hrs in AM Work 12 hrs in PM	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24

Saturday Work Schedule							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24	Work 12 hrs in AM Off 12 hrs in PM
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24

Sunday Work Schedule - Employee Option 1							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24
Week 2	Work 12 hrs in AM Off 12 hrs in PM	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24

Sunday Work Schedule - Employee Option 2							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 12 hrs in AM Work 12 hrs in PM
Week 3	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24

APPENDIX C - continued

Two week Non 24 Hour Shift Schedule

For shift personnel working a schedule other than 24 hour shift and overtime

Friday Work Schedule							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 4	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24

Saturday Work Schedule *							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24	Work 12 hrs in AM Off 12 hrs in PM
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 4	Off 12 hrs in AM Work 12 hrs in PM	Off 24	Off 24	Work 24	Off 24	Off 24	Work 24

Sunday Work Schedule							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24
Week 2	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 3	Off 24	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Work 8 Off 16	Off 24
Week 4	Off 24	Work 24	Off 24	Off 24	Work 24	Off 24	Off 24

\* In lieu of a 12/12 schedule on Saturday of Week 1 and Sunday of Week 4, an employee shall have the option of working 24 hours on Saturday of Week 1 and being off 24 hours on Sunday of Week 4, or vice versa.

APPENDIX D

ASSOCIATIONS INSIGNIA

