

A G R E E M E N T

between

VILLAGE OF OAK BROOK

and

IAFF LOCAL UNION #4646

January 1, 2013 - December 31, 2015

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APPENDIX A DUES DEDUCTION FORM

A G R E E M E N T

This Agreement is made and entered into by and between the Village of Oak Brook (hereinafter referred to as the "Village") and the IAFF Local #4646 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to encourage the fair and equitable treatment of employees; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1, Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time employees employed as firefighters in the rank or position of Lieutenant, Firefighter or Firefighter/Paramedic (hereinafter referred to as "lieutenants", "firefighters" or "employees"), but excluding all ranks above lieutenant, any employee excluded from the definition of firefighter as defined in the Illinois Public Labor Relations Act ("Act") 5 ILCS 315/1 et seq. as amended, contract paramedics and all other managerial, supervisory, confidential, short-term or professional employees as defined by the Act, as amended.

**ARTICLE II
NON-DISCRIMINATION**

Section 2.1, Generally. In accordance with applicable federal and state law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, marital status, color national origin, sexual orientation, genetic information, Union or non-Union affiliation. Any dispute concerning the interpretation and application of this paragraph with respect to race, sex, age, religion, creed, marital status, color, national origin, sexual orientation, genetic information, shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 2.2, Americans with Disabilities Act. In accordance with applicable law, both the Village and the Union agree to abide by the requirements of the Americans with Disabilities Act, as amended. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

**ARTICLE III
UNION RIGHTS AND RESPONSIBILITIES**

Section 3.1, Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's first two (2) paychecks each month the uniform, regular semi-monthly Union dues for each employee in the bargaining unit who has filed with the Village a Dues Deduction Authorization form attached as Appendix A to this Agreement. The Village shall promptly forward a copy of the Dues Deduction Authorization forms to the Union following receipt of the Dues Deduction Authorization forms from the employee.

Such authorization may only be revoked in writing between ninety (90) days and forty-five (45) days prior to the termination date set forth in Section 20.1 of Article XX (Duration and Term of Agreement).

The Union agrees to give the Village at least thirty (30) days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit such written notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time. The Village shall remit the total amount of the dues deducted twice each month, together with a list of employees from whom dues have been deducted, to a person or an account designated by the Union. If an employee receives earnings in an amount less than the uniform dues deduction during a given pay period, the Village shall not collect dues during said pay period or collect dues in the future for that pay period that the employee did not receive earnings that would cover the uniform dues deduction. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 3.2, Fair Share. During the term of this Agreement, bargaining unit employees who are not members of the Union shall, commencing sixty (60) days after the effective date of this Agreement or sixty (60) days after their employment, whichever is later, pay as a condition of employment a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union in the same manner and intervals as Union dues are

deducted. The Union shall periodically submit to the Village a list of employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member only benefits.

The requirement to pay a fair share fee shall be applicable to any employee who is employed in a bargaining unit position after the date on which this Agreement is ratified by both parties and who either fails to join the Union and authorize dues deduction within the sixty (60) day period, or who is a member of the Union on or after the date on which this Agreement is ratified by both parties and who thereafter withdraws from such membership and revokes authorization for dues deduction.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors.

Accordingly, the Union agrees to do the following:

- (a) Give timely notice to fair share fee payors via the Dues Deduction Authorization form of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by a certified public accountant of the Union's choosing and at the Union's sole cost and expense.
- (b) Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee (i.e., the Illinois State Labor Relations Board (ISLRB) procedure).
- (c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3, Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) as a result of the Village's action in deducting regular monthly dues and fair share fees and forwarding same to the Union in accordance with the provisions of this Article or in reliance on any authorization forms furnished by the Union under any of such provisions.

Section 3.4, Union Use of Bulletin Board. The Village agrees to provide an area in each Fire Station for the Union to post one (1) bulletin board. The bulletin board space shall not exceed four (4) feet by four (4) feet. Such bulletin board shall be for the posting of official Union notices of a non-political, non-controversial nature, but only after such notices have been submitted to and approved by the Fire Chief or in his absence the Fire Chief's designee, for posting. Such approval shall be noted on the posting, along with the date it was approved and the period of time that the notice will be posted. Except as provided in this Section, there shall be no distribution or posting of Union materials of any kind on Village property.

Section 3.5, Access to Village Premises. Duly authorized Union business representatives will be permitted access at reasonable times to the premises of the Village for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Fire Chief or his designee in a manner suitable to the Village and on each occasion will first secure the prior approval of the Fire Chief or his designee to enter and conduct their business so as not to interfere with Village operations. If such approval is granted, the Fire Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 3.6, Union Executive Board. The Village recognizes the right of the Union to select a Union Executive Board and alternate(s) and the Union agrees to furnish the Village in writing within two (2) weeks of ratification of this Agreement with the names of the members of the Union Executive Board and Union President and any alternate(s) selected by the Union. The Union President or his designee shall be deemed the Union's official spokesperson. Union Executive Board members are not permitted to conduct Union business during work hours without the permission of the Fire Chief or his designee, which permission shall not unreasonably be denied during non-assigned time.

Section 3.7, Meetings for Bargaining Unit Members. Bargaining unit members shall be allowed to meet quarterly within the fire stations, subject to the performance of assigned and emergency work duties, for the purpose of discussing Union business, so long as the meetings are

approved by the Fire Chief or his designee, and do not interfere with the operations of the Fire Department, as determined by the Fire Chief or his designee.

ARTICLE IV LABOR-MANAGEMENT AND SAFETY COMMITTEE

At the request of either party, the Union President and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern, including safety matters, that do not involve negotiations. The Union President may invite other bargaining unit members (not to exceed two) to attend such meetings. The Fire Chief 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 seven (7) 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/her regular hours of work with no loss of pay, subject to being available for emergency responses.

A Labor-Management and Safety 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 V GRIEVANCE PROCEDURE

Section 5.1, Definition. A "grievance" is defined as any dispute or difference of opinion raised by an employee (or the Union as provided below) against the Village with respect to the meaning, interpretation or application of a specific provision or provisions of this Agreement. The Union may only file a grievance if the same facts give rise to a grievance involving two or more employees.

Section 5.2, Procedure. The parties acknowledge that it is usually most desirable for an employee and his Battalion Chief to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee, or the Grievance Chairman or his designee on behalf of any employee, who has a grievance, shall submit the grievance in writing with a copy sent via electronic mail (email) to a Battalion Chief. The bargaining unit member selected by the Union Executive Board to act as a Union representative for the purpose of a grievance shall be known as the "Grievance Chairman". The Grievance Chairman, or his designee, shall represent the aggrieved employee at each step of the grievance procedure. The grievance shall contain a brief statement of the facts, the provision or provisions of this Agreement which are alleged to be involved in the dispute or difference, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee was provided with information, or obtained knowledge, of the occurrence of the event giving rise to the grievance. The Battalion Chief shall render a written response to the grievant and the Grievance Chairman, or his designee (as specified on the grievance form) within fourteen (14) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing with a copy sent via electronic mail (email) to the Fire Chief within fourteen (14) calendar days after receipt of the Village's answer at Step 1. The Fire Chief, or the designated Battalion Chief, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within fourteen (14) calendar days with the grievant, together with the Grievance Chairman, or his designee (as specified on the grievance form at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer to the grievant and the Union within fourteen (14) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union or the employee desires to appeal, it shall so notify the Village Manager in writing with a copy sent via electronic mail (email) fourteen (14) calendar days after receipt of the answer of the Fire Chief or his designee at Step 2. Thereafter, the Village Manager or his/her designee and the Fire Chief or other appropriate individual(s) as desired by the Village Manager (not to exceed three) shall meet with the grievant and the Grievance Chairman or his designee and other appropriate individuals as desired by the Grievance Chairman or his designee (not to exceed three) within fourteen (14) calendar days of receipt of the Union's appeal. The Village Manager or designee shall submit a written answer to the grievant and Union

within fourteen (14) calendar days following receipt of the Union's appeal or within fourteen (14) calendar days following the meeting if a meeting is held.

Section 5.3, Bypassing Steps. The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure. Any grievance filed by the Union shall be initiated at Step 2.

Section 5.4, Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union only may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the Village's written answer as provided to the Union at Step 3. Within fourteen (14) calendar days of such request, the Union and the Village Manager or his designee shall attempt to select an arbitrator.

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. In the event that the Village representative does not sign and submit said request (already signed by the Union) to FMCS or return same to the Union fully signed within ten (10) calendar days after same was received by the Village representative, the Union may file a request that is consistent with the provisions of this subsection with FMCS signed only by it with Notice to the Village. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 175 miles of the City of Chicago. Both the Village and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within seven (7) calendar days of its receipt and request that a new panel be submitted. The Village and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall alternate striking the first name, with the Union striking first in the first grievance arbitration, the Village striking first on the next grievance arbitration and so on thereafter during the collective bargaining relationship between the parties.

- (b) The arbitrator shall be notified of his/her selection by the Union and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The arbitrator shall endeavor to submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (e) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.5, Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue or issues reasonably raised by the grievance as initially submitted. The arbitrator shall have no authority to make a decision on any issue or issues not so reasonably raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 5.5 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 5.6, Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1, or Step 2 if applicable, within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee was provided with information, or obtained knowledge, of the occurrence of the event

giving rise to the grievance. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this article.

If a grievance is not presented by the employee or by the Union (as defined above) within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union, whichever is applicable, may elect to treat the grievance as denied at the step and within fourteen (14) calendar days after the Village answer was due appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.7, Time off for Grievances. The Grievance Chairman or his designee, whose participation in grievance meetings held pursuant to the provisions of this Article is necessary, shall be allowed to attend said meetings without loss of pay. Grievance meetings shall be scheduled in a manner which does not interfere with Village operations. Time off from duty hours without loss of pay shall also be given to the Grievance Chairman or his designee, to attend a mutually agreed upon meeting with the Village Manager or his designee for the purpose of arranging the arbitration.

ARTICLE VI NO STRIKE-NO LOCKOUT

Section 6.1, No Strike. Neither the Union nor any officer, member of the Union or employee covered by this Agreement will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, sympathy strike, secondary boycott, slowdown,

mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by any employee or employee group.

Section 6.2, Union's Responsibility. Should any activity prescribed in Section 1 of this Article occur, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the Employer in writing that such action is not sanctioned by the Union;
- (c) Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 6.3, Discharge of Violators. The Employer shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 6.4, No Lockout. The Employer agrees that it will not lock out any employees during the term of this Agreement or any extension thereof.

Section 6.5, Reservation of Rights. In the event of any violation of this Article by the Union or the Employer the offended party may pursue any legal or equitable remedy otherwise

available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

ARTICLE VII SENIORITY, LAYOFF AND RECALL

Section 7.1, Definition of Seniority. Department seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn employee in the Village of Oak Brook Fire Department. Rank seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn employee in the rank in the Village of Oak Brook Fire Department. Conflicts of seniority shall be determined as follows: (a) for department seniority, on the basis of the order of the employees on the Fire Police Commission hiring list, with the employee higher on the list being the more senior; (b) for rank seniority, on the basis of the order of the employees on the applicable promotional list, with the employee higher on the list being the more senior.

Section 7.2, Seniority List. On or before January 1 each year, the Village will post a seniority list setting forth each employee's departmental and rank seniority dates. In addition, the Village shall send a copy of the list to the Union President. Unless and until the Village is advised in writing of any alleged error in the list, the list shall be deemed binding upon both the Union and all employees.

Section 7.3, Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, the Village shall layoff contract employees prior to bargaining unit employees. In the event that bargaining unit employees are to be laid off, they

will occur in reverse order of department seniority, with the least senior employee being the first laid off first.

Section 7.4, Recall. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) consecutive months from the layoff date. If there is a recall, employees who are still on the recall list and who are qualified to perform the work shall be recalled in the inverse order of their layoff. The Village shall incur the cost of Emergency Medical Services continuing education and/or re-certification if required. No new bargaining unit employee(s) shall be hired until all employees on layoff status desiring to return to work have been offered recall.

Employees who are eligible for recall shall be given twenty-one (21) calendar days notice of recall. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within ten (10) calendar days after receiving the notice of recall, or within ten (10) calendar days of the date of mailing if receipt is not acknowledged. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice, by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. Absent extreme extenuating circumstances, if an employee fails to timely respond to a recall notice, or return to work within thirty (30) calendar days after receipt of the notice of recall by certified mail, return receipt requested, addressed to the last known address of the employee as shown by the employer's records, or other actual notification, his name shall be

removed from the recall list. It shall be the responsibility of each employee to keep the Village informed of any change in his mailing address.

Section 7.5, 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:

- (a) An employee shall be paid at the employee's current hourly rate of pay for any accrued vacation days, holidays, personal days, and comp time if any. Payout for sick leave shall be in accordance with Section 9.1, of this Agreement.
- (b) An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage under COBRA without evidence of insurability (thereby assuring coverage for any pre-existing condition). An employee may remain on an eligible Village group plan and continue to pay the employee portion of the premium until the end of the month in which the layoff occurred.
- (c) If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored, less any sick days for which the employee received compensation pursuant to Section 7.5(a).
- (d) Upon recall, the employee's seniority shall be adjusted by the length of the layoff.
- (e) An employee shall be given severance pay based on the Village Reduction in Force Policy in place at the time of layoff.

Section 7.6, Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, subject to confirmation by the Oak Brook Board of Fire and Police Commissioners, if the employee:

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

- (d) falsifies the reason for a leave of absence, and/or is found to be working during a leave of absence without the written approval of the Village Manager, which approval will not unreasonably be withheld;
- (e) fails to report to work at the conclusion of an authorized leave or vacation unless there are extenuating circumstances;
- (f) is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within ten (10) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of twenty-four (24) months;
- (h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for two (2) consecutive duty days without authorization unless there are extenuating circumstances beyond the employee's control that prevent notification.

Section 7.7, Notification of Layoff. No layoff will occur without at least sixty (60) calendar days notification to the Union. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 7.8, Probationary Period for Newly Hired Firefighters. The probationary period for newly hired firefighters shall be in accordance with the Probationary Firefighters Act (65 ILCS 5/10-2.1-4). Unauthorized absence from duty for any reason shall not apply toward satisfaction of the probationary period.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

Section 8.1, Application of the Article. This Article is intended to define the normal hours of work and provide the basis for the calculation and payment of overtime and shall not be construed as a guarantee of hours of work per day, per work cycle or per week, or guarantee of days of work per week or per work cycle. It is the Village's intent that such changes will be implemented based upon the valid and legitimate operational needs of the department.

Section 8.2, Normal Work Period. The normal work period shall be one (1) 24 hour shift followed by 48 consecutive hours off. Shift schedules will normally begin at 0730 and end at 0730 the following day, unless changed by the Chief.

Section 8.3, FLSA Work Cycle. The FLSA work cycle for shift personnel shall be 28 days. During each 28 day FLSA work cycle that includes more than 224 hours of potential work (based on one duty day on and two duty days off as provided in Section 8.2 above) an employee must schedule one duty day off from his/her allotment of holidays, personal days or vacation days specified below:

- (1) Where an employee is regularly scheduled to work 223.5 hours in the relevant work cycle and takes one or more days of vacation or holiday leave, the employee is credited with 212 hours worked under this Section. In this scenario, all hours worked outside the employee's regularly scheduled shift, within the work cycle, will be compensated as overtime.
- (2) Where an employee is regularly scheduled to work 232.5 hours in the relevant work cycle and takes one or more days of vacation or holiday leave, the employee is credited with 212 hours worked under this Section. As in the first scenario, all hours worked outside the employee's regularly scheduled shift, within the work cycle, will be compensated as overtime.
- (3) If the employee in examples 1 or 2 takes one day of sick leave during the work cycle, the vacation and/or holiday leave will all be counted as hours worked and

the employee will be credited with 199.5 hours worked or 208.5 hours worked, whichever the case may be.

Section 8.4, Annual 24-Hour Shift Assignments. The Village shall post annual shift assignments no later than the preceding December 9, and shall give notice of new shift assignments no later than the preceding December 1 to employees whose shift assignments will be changed. Shift assignments shall be effective no earlier than January 3rd of the applicable year to allow employees, who may so select, to use their first holiday selection January 1. When an employee is transferred from one 24 hour shift to another, the employee shall be given a minimum of 48 consecutive hours off work.

Section 8.5, Overtime Pay. Employees covered by this Agreement shall be paid one and one-half times their regular straight-time hourly rate of pay for all hours worked or paid, except sick leave, in excess of 212 in their 28-day FLSA work cycle as provided in Section 8.3, paid leave shall not be counted as hours worked under this Section to the extent that doing so would occasion the payment of overtime for hours worked by an employee within his/her regularly scheduled shift. The regular straight-time hourly rate of pay for employees shall be calculated by dividing the employee's annual base salary by 2,912.

In order to avoid the administrative burden of calculating an employee's paramedic incentive into his overtime rate, each eligible employee shall receive an advance overtime payment of \$125 at the beginning of each calendar year. For new employees this amount shall be pro-rated in six (6) month increments on January 1st and July 1st to cover the potential overtime compensation due related to stipends under the FLSA.

Time worked outside a bargaining unit member's normally scheduled shift to fill a vacancy created by the absence of a Battalion Chief due to sick leave, assignment away from the fire station (e.g., training, meetings, administrative duties) or use of freedom to vary hours as an FLSA-exempt employee, will be compensated at one and six tenths (1.6) times the unit members straight time hourly rate of pay (2912 hours per year basis) whether or not the unit member has worked in excess of 212 hours in the current 28-day FLSA work cycle.

Similarly, time worked outside a bargaining unit member's normally scheduled shift in order to fill a vacancy created by the absence of a contract paramedic will be compensated at one and six tenths (1.6) times the unit members straight time hourly rate of pay (2912 hours per year basis) whether or not the unit member has worked in excess of 212 hours in the current 28-day FLSA work cycle.

Section 8.6, Cancellation of Overtime. The Village shall provide at least twenty-four (24) hours' notice, if possible, for the cancellation of any scheduled overtime once the Village learns of the need for such cancellation. Failure to provide such reasonable notice shall result in the employee having first opportunity for the next applicable overtime assignment.

Section 8.7, Eight Hour Shift Assignments. Employees working an (8) hour shift assignment shall use benefit time at a ratio of 1.4 to 1, except that such ratio shall not apply to compensatory time off.

Section 8.8, Shift Trading. Employees shall have the right to voluntarily exchange work hours when the exchange does not interfere with the efficient operation of the Fire Department (for

example, will not generate overtime; will not interfere with special training or adversely impact department operations) and each person is qualified to fill each position. Trade requests between employees shall not arbitrarily be denied.

Employees wishing to trade must complete a Trade Request Form. The form must be signed by the participating employees and received by the appropriate shift commander for consideration and processing no later than forty-eight (48) hours prior to the beginning of the trade date requested, or within a lesser period of time with the shift commander's approval or in the event the time off is taken to attend the funeral of a member of the employee's family as defined in Section 9.3 of this Agreement. Once approved, trades cannot unreasonably be cancelled. The employee signing the trade form to work a specific trade shall be held responsible for working that time. With both employees fully acknowledging that such trades are voluntary between employees and shall be paid back so that no FLSA liability for the Village is created.

Section 8.9, Compensatory Time. If an employee is scheduled to work beyond his normally scheduled hours of work, compensatory time shall be granted in lieu of pay if the employee so requests, and if the Shift Commander or his designee so agrees; otherwise, the employee shall receive pay for all approved overtime hours worked. The amount of compensatory time shall be calculated on the same basis as the employee would have been paid for the hours in question (e.g. on a time and one-half basis). Compensatory time may be accumulated to a maximum earned of 120 straight time hours in a calendar year, with a maximum of 144 accrued straight time hours. Accumulated compensatory time shall be taken in increments of at least eight (8) hours and scheduled at the mutual convenience of the employee and the Fire Chief or his designee.

When a compensatory time request creates overtime on a Village holiday or Easter Sunday, the employee who volunteers to work said time shall be charged in the overtime book. If an employee refuses to work the Village holiday or Easter Sunday overtime created by compensatory time, that employee shall not be charged with a refusal in the overtime book. If no one volunteers to work the Village holiday or Easter Sunday overtime created by compensatory time, then the employee who requested the compensatory time shall be responsible for working said time. When a compensatory time request creates overtime that does not fall on a Village holiday or Easter Sunday, the rules for administration of overtime listed in Section 8.I6 of this Agreement shall apply.

The employee shall be paid for any accrued but unused compensatory time off in the amount above 24 hours during the last week of the fiscal year in which the compensatory time off was earned, unless directed by the Village Manager to carry over any accrued but unused compensatory time off to the next calendar year. Any amount 24 hours or less will be automatically carried over to the next calendar year, unless an employee notifies the Chief in writing before December 1st or otherwise directed by the Village Manager.

Section 8.10, Call Back Pay. When an employee, at the request of the Village, works a partial or full shift which he has not been scheduled to work after having left work or when he is called back for emergency work, he shall be compensated at his applicable rate of pay for all hours worked outside his normal shift, subject to the provisions of Section 8.5 (Overtime Pay), with a guaranteed minimum of one (1) hour at time and one half of the employee's straight-time hourly rate of pay unless the time extends into or from his regular shift in which case the guaranteed minimum will not apply, nor shall the minimum apply where the employee is called

back to rectify his own error or omission. Call backs may not be cancelled for purposes of guaranteed minimum pay.

Section 8.11, No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provisions of this Article or Agreement.

Section 8.12, Compensation for Training. At the discretion of the Fire Chief, which may not be exercised arbitrarily, payment for non-mandatory job-related schools, conferences, certification courses or training course registration fees and/or related expenses may be granted from time to time. Such approved training which is designated by the Fire Chief as optional for the employee's current position, may not be subject to compensation. All approved mandatory training shall be subject to compensation consistent with Section 8.5, including the training as stated in Section 12.3.

An employee's request to improve himself through training shall not be arbitrarily denied. All non-mandatory job-related training shall be posted where the Chief reasonably believes such training would be helpful to department members, thus allowing all personnel an opportunity to apply. In cases where such posted training is limited to the number allowed to participate, then the employee's department seniority shall have precedence where all other factors are equal.

Section 8.13, Paramedic Continuing Education. Required continuing education training for the members of the Department assigned to the paramedic program shall take place during regular duty hours whenever possible. Where required paramedic training activities are scheduled at a time when an employee is not regularly scheduled to work, such training time shall be subject to compensation consistent with Section 8.5. Additional continuing education

training requested by an employee to improve his skills as a paramedic shall not arbitrarily be denied.

Section 8.14, Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the Village's judgment to establish schedules (including the starting and ending times for the normal work day) departing from the normal workday, the normal work week, or the normal work cycle, or to change the shift schedule of an employee or employees for reasons of training, special duty assignments or other legitimate reasons, the Village will give, absent emergency circumstances, at least two (2) weeks advance notice of such change to all employees affected by such change. Within said two (2) weeks the Village will meet with the Union, if requested, to discuss any such change. Further, employees may be temporarily reassigned without such notice or prior discussion to a different shift under emergency conditions as determined by the Fire Chief or designee. These special assignments will be temporary in nature:

- (a) No employee shall lose previously scheduled vacation during a time the employee is assigned to a different shift.
- (b) When an employee is transferred from one (1) 24-hour shift to another, the employee shall receive two (2) calendar days off, if practical, between different work shifts without loss of pay.
- (c) No employee's assignment shall commence on a holiday, if practical.

Section 8.15, Definition of Overtime Terms. All overtime will be covered under this Agreement.

Scheduled Overtime: Overtime shall be considered “scheduled overtime” if the need for such overtime is known to the Shift Commander or designee twenty-four (24) hours or more prior to the start of the scheduled overtime.

Mandatory Overtime: Mandatory overtime may be required when no employee can be found to voluntarily accept an overtime assignment. Mandatory overtime assignments will be assigned to the least senior, qualified, available, employee(s). An available employee shall be defined as an employee who has not worked 48 consecutive duty hours immediately prior to or after the mandatory overtime assignment, or the mandatory overtime assignment does not occur two days before, or two days after the employee’s scheduled shift day off. If an employee has worked a mandatory overtime assignment within the last 14 days, the mandatory overtime will be assigned to the next least senior, qualified, available, employee(s) until filled.

Non-Scheduled Shift Overtime: Non-scheduled shift overtime arises when an employee’s relief calls in prior to his or her shift, with less than 24 hours notice, indicating that the employee will not be available for all or part of the shift. It will be the responsibility of the employee to be relieved to work this overtime, or find a replacement who will work the shift. Non-scheduled shift overtime that has been refused, when a replacement has been found shall not be counted on the overtime list of the employee finding the replacement.

Section 8.16, Administration of Overtime.

Overtime Opportunity List: A current scheduled overtime opportunity list will be maintained by rank by the Fire Chief or designee and administered by the designated Lieutenant. The fire fighter and lieutenant overtime opportunity lists shall be posted on the station bulletin boards.

Overtime Shift Tracking: Each employee’s overtime shifts worked or refused shall be tallied and recorded in the overtime book by the designated lieutenant or his designee. The overtime

book totals shall be used to determine which employee has the lowest overtime hours worked or refused. That employee shall be given the opportunity to choose a scheduled overtime shift first. The employee with the second lowest overtime hours worked or refused would be eligible to select a shift next and so on through the list until all the vacancies are filled. The initial list for each rank to be used in the overtime book will include all employees covered by this Agreement and such lists will be based on the seniority order of the employees with the most senior listed first.

Employees who are unable to work the overtime due to scheduled days off, sick time, workers comp. time, trades, or who cannot be reached after a reasonable effort, will not be charged for refusing overtime hours. Employees returning from leaves in excess of twelve (12) shift days will be recorded in the overtime book as having the average hours of the employees on their list. The Fire Chief or his designee shall determine when a new employee is qualified and eligible for overtime and shall notify the union. New employees will be recorded in the overtime book as having the same number of hours as the employee with the highest total of hours at that time.

Overtime hours spent on special duty, training, shift hold-over, or call-back, shall not be counted as accumulated hours in the overtime book.

In the event that two employees agree to split a scheduled overtime shift, with one employee working part of the shift, and the other working the remainder, the employee who works the majority of the shift shall be charged for the entire shift in the overtime book. If two employees equally split an overtime shift, the employee who works the second half of the shift shall be charged with the entire shift in the overtime book.

ARTICLE IX LEAVES OF ABSENCE

Section 9.1, Sick Leave. Upon execution of this Agreement, an employee shall be granted twelve (12) hours of sick leave for each full calendar month of employment that an

employee is on the active payroll, provided that the number of sick leave hours shall not exceed 1,752 hours at any one time and employees shall not earn sick leave for any month that an employee uses more than one duty day of sick leave in said month. A probationary employee may request an advance up to 48 hours of sick leave (or 2 duty days) during their first year of employment by the Village. If any employees employment with the Village terminates before such time as the sick leave advanced under this Section has actually been accrued, then the amount of non-accrued sick leave advanced under this paragraph shall be deducted from the employee's final pay or shall otherwise be repaid by the probationary employee.

For the purpose of treating a medical illness or injury or caring for a medically ill or injured family member it is the policy of the Village to provide sick leave benefits to allow an employee time away from work specifically for the purpose of:

- (a) Actual non-occupational illness.
- (b) Non-duty injury of the employee.
- (c) Medical or dental appointments which cannot reasonably be scheduled during non-working time.
- (d) Other preventive health measures which cannot reasonably be scheduled during non-working time.
- (e) Serious illness which requires the employee's presence for members of immediate family as defined as follows:
 - (1) Spouse and Civil Unions, pursuant to Illinois Religious Freedom & Civil Union Act, 750 ILCS 75/10.
 - (2) Son or daughter.
 - (3) Mother or father.
 - (4) Mother-in-law or father-in-law.
 - (5) Sister or brother.
 - (6) Sister-in-law or brother-in-law.

(7) Grandparents or grandparents-in-law.

Sick leave may never be used just because it has been accrued.

An employee who is unable to perform the duties of his position due to a non-service connected injury or illness may use accrued sick leave, accrued compensatory time, personal time, accrued holiday time, and vacation time off

An employee may utilize up to two (2) duty days of sick leave for a serious illness of a member of the immediate family, which shall be charged against any accrued sick leave as provided above. A physician's statement is required if more than one (1) sick day is used due to an illness of an immediate family member.

If an employee does not use any of his accrued sick leave in the course of a calendar year, he shall accrue an additional twelve (12) hours of sick leave, which will be added to his sick leave bank (up to the maximum) at the beginning of the following year.

Upon leaving the Village's employ for any reason other than involuntary dismissal, an employee with twenty (20) or more years of service as a sworn firefighter shall be paid for twenty-five percent (25%) of the number of accumulated but unused sick leave hours up to a maximum of 1,752 at his/her regular straight time hourly rate of pay at time of leaving the Village's employ. Example: An employee with twenty (20) or more years of service who has 1,000 accumulated but unused sick leave hours at time of leaving the Village's employ shall be paid for 250 sick leave hours at his/her regular straight time hourly rate of pay in effect at time of leaving the Village's employ.

Section 9.2, Sick Leave Requirements. In the event an employee is unable to work due to illness or injury as provided above, the employee must notify the on-duty Shift Commander at

least one (1) hour before the start of his scheduled shift, if reasonable under the circumstances.

The on-duty Shift Commander will gather the following information and document the information provided by the employee on Unscheduled Absence Form:

1. Name
2. Assignment/shift
3. Personal or Family Use
4. Type of Absence
5. How long the employee expects to be off duty
6. Whether the employee called or will call a physician
7. The telephone number where the member can be reached

The failure to provide reasonable notification may result in the employee being off without pay. A statement from a physician, preferably practicing in the State of Illinois if practical, or other documentation may be required for any use of sick leave. If the employee requests to use sick leave for a period of more than one (1) duty day, a statement from a physician shall be required prior to returning to duty. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work. If the statement is not deemed reasonably satisfactory and not remedied within a reasonable time thereafter, the request for sick leave may be denied and the time off may be without pay.

If reasonable under the circumstances, it is the responsibility of the employee using sick leave to make arrangements, and/or make known to his Battalion Chief, the need to cancel or reschedule any training or other commitments that are scheduled for the days the employee will be off.

The Village retains the right to reasonably question sick leave usage. It is also agreed that the Village retains the right to take reasonable corrective action to deal with unexcused excessive sick leave usage. Sick leave is a conditional benefit for the purpose of providing financial resources to employees who become unable to attend work due to personal or family-related illnesses. Abuse of sick leave is subject to *corrective and disciplinary action*. If a formal investigation determines that the employee abused sick leave and, as a result, the employee has been overpaid, such overpayment shall be deducted from that employee's next pay.

Employees sent home by a supervisor who deems the employee too sick to be at work; will not have it counted as non-scheduled absenteeism.

Section 9.3,

Bereavement Leave. In the event of the death of an immediate family member of an employee, the employee shall be granted one (1) duty day off without loss of pay. Immediate family member is defined as spouse or civil partner, son, daughter, Mother, Father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or grandparents-in-law and grandchildren. One (1) additional bereavement day may be granted at the discretion of the Fire Chief or his designee. This additional duty day would be deducted from the employees' sick leave bank.

Section 9.4, Other Leaves of Absence. In addition to leaves of absence specified in this Agreement, employees shall also be entitled to other leaves of absence granted to Village employees. Such additional or other leaves of absence shall be granted in accordance with the terms and conditions specified in the Village's personnel policies that are applicable to Village employees generally.

Section 9.5, Outside Employment. An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment that is covered by Worker's Compensation. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above shall be subject to immediate termination.

Section 9.6, Family and Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA") and any amendments, applicable rules, and regulations, the parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 any amendments, that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

Section 9.7, Jury Duty Leave. Employees who are required to serve on a jury at a time when they would otherwise be regularly scheduled to work shall be compensated at their regular rate of pay for each such hour spent on jury duty, to the maximum number of hours the employee would otherwise have been regularly scheduled to work excluding any overtime. In order to be eligible to receive compensation for jury duty, the employee shall be required to provide prior notice to the Fire Chief or his/her designee and the employee must endorse his jury duty check payable to the Village.

Section 9.8, Extended Off-the-Job Injury or Illness. An employee who is unable to perform the duties of his position due to a non-service connected injury or illness may use accrued sick leave, accrued compensatory time, personal time, accrued holiday time, and vacation time off.

Section 9.9, Discretionary Leave. The Fire Chief may, upon request, grant a discretionary leave of absence without pay subject to conditions which are initially determined by the Chief and thereafter agreed upon by the employee requesting the leave. The Chief shall require the employee to make a written request setting forth the reason(s) for the leave.

Section 9.10, Maternity Leave. Maternity leave shall be granted and provided in accordance with applicable State and/or Federal law and administered in the following manner: As soon as medically reasonable, but no later than the beginning of the third trimester, a pregnant firefighter must inform the Fire Chief of her condition. Once the employee requests less strenuous duty (modified duty) and supplies a letter from her physician recommending modified duty, the following procedure should be followed:

A. Maternity Leave Modified Duty:

- 1) The employee will convert from shift work to 40-hour work weeks. The employee shall normally work five (5) eight (8) hour days, Monday through Friday, excluding Holidays. For payroll purposes, recorded hours worked on timesheet will be multiplied by a 1.4 conversion factor. (i.e., 8 hours worked = 11.2 hours worked and 8 hours vacation taken = 11.2 hours vacation taken).
- 2) If the employee is working a modified duty schedule and a Village observed holiday passes on the calendar, the employee must take that day off and use time from their holiday bank to do so, unless approved to work modified duty by the Fire Chief or his designee. If no time is left in the employee's holiday bank, the employee must use time from one of the other leave banks available.
- 3) Modified duty will be assigned by the Fire Chief or his designee.

- 4) The employee will continue to be paid and accrue benefits as if still on their normal shift.
- 5) Any hours needed off duty will be paid through accumulated paid time off banks and deducted accordingly. (See Modified Duty # 1).
- 6) Benefits will continue in the same manner, with the same deductions in accordance with the employee's full-time position.

B. Family Medical Leave:

- 1) The employee will apply for FMLA for the birth of a child at least thirty (30) days before the leave is expected to begin, based on medical advise.
- 2) FMLA will go into effect the first day following the last day of modified duty worked by the employee and for payroll purposes the employee will be converted back to their normal shift work status.

Section 9.11, Paternity Leave. Paternity leave is the time a father takes off work for the birth or adoption of a child. In order to provide time off for the birth or adoption of a child, an employee will be granted one (1) additional duty day off out of the employees' sick leave bank. After the first day (which is deducted from the employee's sick leave bank), this time off will be counted as FMLA and will be deducted from the employee leave banks in the following order; compensation time, scheduled paid leave (vacation, holiday, personal).

Section 9.12, Military Leave. Military leave shall be granted and provided in accordance with applicable State and/or Federal law.

**ARTICLE X
VACATIONS**

Section 10.1, Eligibility. The number of working days of vacation which an employee is eligible to receive annually shall be based on the number of years of continuous service in a position covered by this Agreement in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	NUMBER OF DUTY DAYS OF VACATION PER YEAR
1 - 4 years	6
5 - 9 years	8
10 – 19 years	10
20 years or more	13

Effective January 1, 2015, the number of working days of vacation which an employee is eligible to receive annually shall be based on the number of years of continuous service in a position covered by this Agreement in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	NUMBER OF DUTY DAYS OF VACATION PER YEAR
1 - 4 years	6
5 - 9 years	8
10 – 14 years	10
15-19 years	11
20 years or more	13

Employees will be entitled to vacation leave in the calendar year following their date of hire. The initial vacation period shall be prorated on the basis of one half duty day per month for each full month worked in the year of hire. Thereafter, the amount of vacation shall be in

accordance with the foregoing schedule. In the event an employee will complete an anniversary year after January 1 that will entitle him to additional vacation time during that calendar year, such additional time can be scheduled and taken prior to his anniversary date in that year.

Section 10.2, Vacation Eligibility. In order to accrue a fully earned vacation under Section 10.1, an employee must be paid for at least 2,184 hours during the prior calendar year. Employees who are paid for less than 2,184 hours during the prior calendar year shall receive a pro-rated vacation benefit based on 2,912 hours.

Section 10.3, Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 10.4, Vacation Scheduling. Absent operational considerations which in the Fire Chief's reasonable opinion justify changes, the vacation scheduling policy used for scheduling or changing vacations (and holidays and personal days as provided elsewhere in this Agreement) during the term of this Agreement shall be as follows:

Vacation days shall be scheduled as soon as reasonably possible following shift assignments at the beginning of each year. Vacations will be selected by each employee, including the Battalion Chief, on a seniority basis by rank per shift. Bargaining unit members can select any day off for a vacation day, so long as no more than two (2) firefighters and/or firefighter/paramedics or one (1) firefighter or firefighter/paramedic and one (1) lieutenant are off on vacation, holiday or personal leave per any given shift. However, a third bargaining unit member (but not a second lieutenant) may select a day off during the months of May, June, July

and August, or on a Sunday, as long as a Battalion Chief has not previously selected such day off.

Vacation days shall be picked as described below:

- (a) Round 1. The scheduling process begins with the most senior employee, including the Battalion Chief, by rank on shift selecting any number of his allowable vacation days in one pick, provided that the selection of more than 1 day shall be for consecutive shift days. Once he has made a selection, the process proceeds to the next most senior bargaining unit member, and so on.
- (b) Additional Rounds. In subsequent rounds, the selection process starts over with the most senior employee, including the Battalion Chief, by rank with allowable vacation days, and continues until all bargaining unit members select all of their vacation days. After all vacation picks are selected, and all holiday and personal day picks are selected, vacation days can be changed. Requests for changes in vacation days will be submitted on an approved form, and approved by the officer in charge at the time. Requests for changes in vacation days cannot be unreasonably or arbitrarily denied.

Vacation days may not be taken in increments of less than one full duty day. No vacation once scheduled may be changed for arbitrary or capricious reasons. After the initial opportunity to change vacation time, employees wishing to move vacation, holiday, and/or personal time must complete a Request Form. The form must be received by the appropriate shift commander for consideration and processing no later than forty-eight (48) hours prior to the beginning of the new date requested.

The Fire Chief may block out up to ten (10) shifts per year where only one bargaining unit member may select vacation, but no more than four (4) total in the months of May, June, July and August. The Fire Chief may also block-out unscheduled leave that may affect departmental manning levels after all vacations, personal and holiday leave days are selected as provided above.

Section 10.5, Limitation on Accumulation of Vacation. Unless written permission is granted by the Village Manager due to extraordinary circumstances, all of the unused annual vacation leave to which an employee is entitled shall expire at the end of that calendar year. Unless the leave was unused because of the employee's fault, if the Village Manager denies permission to carry over vacation, then the Village shall pay the employee for the value of such

unused days at the employee's regular straight time hourly rate of pay in the pay period next following the end of the fiscal year.

**ARTICLE XI
HOLIDAYS AND PERSONAL DAYS**

Section 11.1, Holidays. The following shall be considered paid holidays:

New Years Day
Friday before Easter (½ day)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve (½ day)

In lieu of being granted time off on the holidays listed above, each employee shall be credited with nine (9) duty days off each calendar year (pro rata in accordance with past practice if employed less than one year). Holidays without loss of pay shall be scheduled in accordance with the provisions of Section 8.3 and 10.4 and/or mutual convenience of the employee and the Department.

Section 11.2, Personal Days. Each employee shall be credited with three (3) duty days as personal days (five (5) duty days for those hired prior to December 1, 1980). Personal days without loss of pay shall be scheduled in accordance with the provisions of Section 8.3 and 10.4 and/or mutual convenience of the employee and the Department.

Section 11.3, Holiday Overtime. If an employee works on a day designated as a holiday, as stated above in Section 11.1, in addition to his/her normal straight time pay, the employee will receive an additional one-half hours pay at his/her regular straight time hourly rate of pay for all

hours worked on said holiday (i.e., hours worked on the designated holiday between 12:01 a.m. and 12:00 midnight). Example: an employee that works eight (8) hours on the designated holiday, shall receive an additional four (4) hours at his/her normal straight time hourly rate of pay.

**ARTICLE XII
SALARIES AND ECONOMIC BENEFITS**

Section 12.1, Salaries. Increase the “Minimum” and “Maximum” levels of the pay ranges, and increase the individual salaries of employees covered by this Agreement, in amounts and at the times described below:

JANUARY 1, 2013: 2.5%		
POSITION	MINIMUM	MAXIMUM
Firefighter	\$59,159	\$79,864
Fire Lieutenant	\$70,053	\$94,571

JANUARY 1, 2014: 2.5%		
POSITION	MINIMUM	MAXIMUM
Firefighter	\$60,638	\$81,860
Fire Lieutenant	\$71,804	\$96,935

JANUARY 1, 2015: 2.5%		
POSITION	MINIMUM	MAXIMUM
Firefighter	\$62,154	\$83,907
Fire Lieutenant	\$73,599	\$99,358

An employee promoted to the rank of Lieutenant shall receive a pay increase of five (5) percent. In addition, an employee promoted to the rank of Lieutenant who has completed all certified Fire Officer I courses prior to such promotion shall have his starting or initial pay rate increased an additional five (5) percent. This provision for a five (5) percent payment shall not be construed to adversely affect the Village's right to change the minimum requirements for the position of Lieutenant.

Section 12.2, Twenty-Fifth Year Anniversary Wage Payment. On the first day of the calendar year in which an employee will complete his or her twenty-fifth (25th) year of service with the Village, the employee shall receive a two-thousand dollar (\$2,000) increase to his or her annual base salary. This salary increase will be discontinued upon completion of the employee's twenty-fifth (25th) year of service with the Village.

Section 12.3, Performance Increases. In addition to the automatic annual pay range adjustments described in Section 12.1, employees shall receive performance evaluations. Performance increases will be determined based upon the employee's performance as described on the evaluation form and the recommendation of the Fire Chief, with review and approval by the Village Manager, and as provided below:

Employees are evaluated at six (6) month intervals for the first two (2) years of employment and shall receive one half (1/2) of the annual earned increase for the respective six (6) month review. Thereafter, evaluations occur annually on the employee's anniversary date until the maximum compensation for the pay grade in which the employee's position is classified is reached. Promoted employees will be reviewed every six (6) months for one (1) year after

their promotion and shall receive one half (1/2) of the annual earned increase for the respective six (6) month review, not to exceed maximum compensation for their respective pay grade.

Thereafter, evaluations will occur annually on the employee's anniversary date until the maximum compensation for that pay grade is reached. Once an employee has reached the maximum compensation for the pay grade in which his position is classified, he shall be evaluated annually on January 1st.

Salary increases for performance shall be made using the evaluation form in place on January 1, 2014 in accordance with the following schedule for the calendar years of 2013 through 2015. (January 1, 2013 to December 31, 2015):

<u>Category:</u>	<u>Percent Increase:</u>
Needs Improvement	0.00%
Meets Standards	2.50%
Above Standards	3.00%
Excellent	3.50%

Any firefighter(s) that received an additional 10% increase to their base salary at time of initial hire are not eligible for both the 10% increase and merit milestone increases. Employees who reach their 3rd and/or 6th year on or after January 1, 2010 are eligible for a merit milestone increase upon successful completion and certification of the merit milestone requirements. All training required to obtain merit milestone certifications shall be considered mandatory and subject to compensation consistent with Section 8.5. If training to obtain certification is no longer offered, it shall be removed from the merit milestone certification requirement. If an employee fails to complete or pass a course due to academic failure or poor attendance not related to sick

leave, funeral leave, or fire department priorities, any repetition of the course will not be subject to overtime compensation.

No earlier than three (3) years from date of hire, and upon successful completion and certification of the following merit milestone, a firefighter will receive a 5% increase to his base salary calculated after the merit increase (not to exceed the top firefighter pay for that year), starting on the day following three (3) years and the successful completion and certification of the following merit milestone:

- Firefighter II or equivalent
- Fire Apparatus Engineer
- Fire Service Vehicle Operator or National Association of Professional Drivers
- Hazardous Materials Awareness
- Technical Rescue Awareness

In the event of a firefighter completes his three (3) year milestone late (after three years have elapsed), he will receive a 5% increase to his base salary calculated at the time of completion. The new rate will be effective beginning with the next payroll period following completion of the milestone.

No earlier than six (6) years from date of hire and upon successful completion and certification of the following merit milestone, a firefighter will receive an additional 5% increase to his base salary calculated after the merit increase (not to exceed the top firefighter pay for that year), starting on the day following his sixth (6th) year and the successful completion and certification of the following merit milestone:

- Vehicle and Machinery Operations
- Hazardous Materials Operations
- Rope Operations
- Required NIMS certifications
- Firefighter III or Advanced Firefighter Technician

In the event of a Firefighter completes his six (6) year milestone late (after six years have elapsed), he will receive a 5% increase to his base salary calculated at the time of completion. The new rate will be effective beginning with the next payroll period following completion of the milestone.

If an employee believes that the Village has acted arbitrarily, unreasonably or discriminatorily with respect to a performance increase, then the employee may grieve the matter in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 12.4, Longevity Pay. Effective January 1, 2008, employees with ten (10) or more years of bargaining unit service as of January 1, 2008, and as of January 1 thereafter, will receive annual longevity pay in accordance with the following schedule:

YEARS OF SERVICE	LONGEVITY PAY AMOUNT
10 years but less than 15 years	\$400
15 years but less than 20 years	\$500
20 years or more	\$600

Section 12.5, Retroactivity. Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment which shall be based on the difference between the salary they received between January 1, 2013, and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary ranges set forth in this Agreement, provided that any employee who was promoted or retired after January 1, 2013, but before this Agreement was ratified by both parties shall also be

eligible to receive retroactive pay based on the hours worked between January 1, 2013 and the date of promotion or retirement. Such retroactive pay shall be made on an hour for hour basis for all hours paid (including all overtime hours) since January 1, 2013. Such retroactivity pay shall be paid as soon as reasonably practicable following ratification of the Agreement by both parties, but in no event later than sixty (60) days after ratification by the parties.

Section 12.6, Paramedic Incentive. Effective January 1, 2013, employees certified as paramedics in the Good Samaritan system, or other system approved by the Fire Chief, shall receive an increase in the annual paramedic incentive to 3.5% of maximum pay for a Firefighter which is equal to \$2,795.

Effective January 1, 2014, employees certified as paramedics in the Good Samaritan system, or other system approved by the Fire Chief, shall receive an increase in the annual paramedic incentive to 4.0% of maximum pay for a Firefighter, which is equal to \$3,274. Effective January 1, 2015, employees certified as paramedics in the Good Samaritan system, or other system approved by the Fire Chief, shall receive an increase in the annual paramedic incentive to 4.0% of maximum pay for a Firefighter which is equal to \$3,356.

Section 12.7, Tuition Reimbursement. Employees covered by this Agreement shall be eligible to participate in any tuition reimbursement plan that the Village may have in effect on the same terms and conditions that are applicable to Village employees generally.

Section 12.8, Educational Incentive. During the term of this Agreement, employees hired prior to October 1, 1980, will be granted annual allotments in addition to base pay upon satisfactory completion of probationary training periods and/or educational attainment. Curricula

in Fire Science and other related fields are acceptable courses. Other curricula must be approved by the Department Head and Village Manager. Allotments will be based on the following:

STEP	SEMESTER HOURS	QUARTERLY HOURS	ANNUAL ALLOTMENT
I	30	45	\$300
II	60	90	\$600
III	90	135	\$900
IV	120	180	\$1,200

The Educational Recognition Plan is retroactive and applies to those Fire employees who have accrued educational credit. The allotments are to be added to the Fire employees' existing salary immediately upon satisfactory completion of the requisite number of course hours.

Transcripts must be provided indicating all grades are "C" or better.

The above provisions shall not be applicable to any person initially employed by the Village subsequent to October 1, 1980.

Section 12.9, Pay for Working Out of Classification. After being assigned to work out of classification performing the full and complete duties of fire lieutenant or Battalion Chief for more than eight (8) consecutive hours, an employee will be paid five percent (5%) above his regular hourly rate of pay for all such time worked out of classification for the years 2008 thru 2010. Beginning January 1, 2011, in lieu of a five percent (5%) above his regular hourly rate of pay increase, an employee working out of class shall be compensated \$2.25/hour above his regular hourly rate of pay.

Section 12.10, Retirement Bonus. During the term of this Agreement, employees hired prior to March 1, 1982 shall, upon termination of employment in good standing, be awarded retirement bonus pay based upon years of seniority in the Village service according to the following requirements:

10-14 Years' Service	30 Calendar Days' Pay
15-19 Years' Service	45 Calendar Days' Pay
20 or More Years' Service	60 Calendar Days' Pay

Employees terminated for cause are not eligible for retirement bonus pay.

The above provisions shall not be applicable to any person initially employed by the Village subsequent to March 1, 1982.

ARTICLE XIII INSURANCE

1. Dental, Health, Life and Vision Insurance Coverage. The Village of Oak Brook's dental, Health, life, and vision insurance plans in effect on July 1, 2013 (unless changes are Federally mandated or agreed to), shall be continued; provided, however, the Village retains the right to add new plans during the term of this Agreement, change insurance carriers, third party administrators, or to insure as it deems appropriate, including through a health insurance cooperative or exchange, so long as the new coverage and new benefits are substantially identical to those which were in effect on July 1, 2013, including the following:
A Section 125 Flex Plan that will enable employees to tax shelter the amount they pay towards the cost of employee, employee plus one, or family coverage, as

well as tax shelter amounts used to pay for qualified unreimbursed medical expenses and qualified child care/dependent care expenses, only so long as the program continues to be authorized by the Internal Revenue Service; and

2. The Village will continue to offer employees, under the same terms and conditions that are offered to non-represented Village employees, the opportunity to participate in the Village's Health Savings Account (HSA) program. The Village will continue to offer this program only so long as the program is offered to non-represented Village employees and/or HSA program continues to be authorized by the Internal Revenue Service; and
3. As part of the Village's wellness benefit, the Village will continue to offer well adult care (age 14 and up) with the PPO option, which includes 100% in network coverage for annual physical exams including routine diagnostic tests and mammograms,; 100% in network well child care (to age 14) which includes physical exams, immunizations and routine diagnostic tests and well baby care at 100% prior to discharge from hospital. The High Deductible PPO adult well care benefit (age 14 and up) includes one physical exam and one gynecological exam per calendar year, paid at 100%. Well child care up (to age 14), 100% coverage for physical exams, immunizations and routine diagnostic tests, including well baby care at 100% prior to discharge from hospital. HMO wellness benefit covered at 100% with a \$20 office visit co-pay for each visit.

Employees may select single, employee plus one, or family coverage, during the enrollment period established by the Village. Effective January 1, 2013, employees shall pay

seventeen and one half (17.5) percent of the cost of dental insurance, if selected; and seventeen and one half (17.5) percent of the cost of PPO health insurance, if selected; or choose to participate in the same Village HMO or the same Village HD PPO health insurance plans being offered to non-represented Village employees in which employees shall pay twelve and one half (12.5) percent of the cost of HMO health insurance, if selected; or ten (10) percent of the cost of HD PPO health insurance, if selected. If an employee chooses either the Village's HMO or HD PPO health insurance options, an employee agrees to the same terms and conditions that are offered to non-represented Village employees as of January 1, 2014, unless changes are federally mandated, agreed to, or are noted within this Agreement.

Employees may select single, employee plus one, or family coverage, during the enrollment period established by the Village. Effective January 1, 2014 each Employee shall pay seventeen and one half (17.5) percent of the cost of dental insurance, if selected; and seventeen and one half (17.5) percent of the cost of PPO health insurance, if selected; or choose to participate in the same Village HMO or the same Village HD PPO health insurance plans being offered to non-represented Village employees in which employees shall pay fifteen (15) percent of the cost of HMO health insurance, if selected; or twelve and half (12.5) percent of the cost of HD PPO health insurance, if selected. If an employee chooses either the Village's HMO or HD PPO health insurance options, an employee agrees to the same terms and conditions that are offered to non-represented Village employees as of July 1, 2013, unless noted within this Agreement.

Employees may select single, employee plus one, or family coverage, during the enrollment period established by the Village. Effective January 1, 2015 each Employee shall pay twenty (20) percent of the cost of dental insurance, if selected; and twenty (20) percent of the cost of PPO health insurance, if selected; or choose to participate in the same Village HMO or the same Village HD PPO health insurance plans being offered to non-represented Village employees in which employees shall pay seventeen and one half (17.5) percent of the cost of HMO health insurance, if selected; or fifteen (15) percent of the cost of HD PPO health insurance, if selected. If an employee chooses either the Village's HMO or HD PPO health insurance options, an employee agrees to the same terms and conditions that are offered to non-represented Village employees as of July 1, 2014, unless noted within this Agreement.

01/01/2013 – 12/31/2013

	HMO	HD PPO	PPO
<u>SINGLE</u>	12.5% of total premium No deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	10% of total premium \$1,500 individual aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$350 individual deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary
<u>SINGLE + ONE</u>	12.5% of total premium No deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	10% of total premium \$3,000 single + 1 aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$700 single + 1 deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary
<u>FAMILY</u>	12.5% of total premium No deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	10% of total premium \$3,000 family aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$1,050 family deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary

01/01/2014 – 12/31/2014

	HMO	HD PPO	PPO
<u>SINGLE</u>	15% of total premium No deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	12.5% of total premium \$1,500 individual aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$350 individual deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary
<u>SINGLE + ONE</u>	15% of total premium No deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	12.5% of total premium \$3,000 single + 1 aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$700 single + 1 deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary
<u>FAMILY</u>	15% of total premium No deductible \$10 Generic; \$30 Formulary; \$50 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	12.5% of total premium \$3,000 family aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$1,050 family deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary

01/01/2015 – 12/31/2015

	HMO	HD PPO	PPO
<u>SINGLE</u>	17.5% of total premium No deductible \$10 Generic; \$40 Formulary;	15% of total premium \$1,500 individual aggregate deductible; Prescription drugs	20% of total premium \$500 individual deductible \$10 Generic; \$40 Formulary;

	\$75 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	covered at 80% after deductible is satisfied.	\$75 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.
<u>SINGLE + ONE</u>	17.5% of total premium No deductible \$10 Generic; \$40 Formulary; \$75 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	15% of total premium \$3,000 single + 1 aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	20% of total premium \$1,000 single + 1 deductible \$10 Generic; \$40 Formulary; \$75 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.
<u>FAMILY</u>	17.5% of total premium No deductible \$10 Generic; \$40 Formulary; \$75 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	15% of total premium \$3,000 family aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	20% of total premium \$1,500 family deductible \$10 Generic; \$40 Formulary; \$75 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.

Employees will continue to be eligible for a smoking cessation program under the same terms and conditions that are offered to non-represented Village employees. The Village will continue to offer a smoking cessation program only so long as it is offered to non-represented Village employees.

The Village's hospitalization and health insurance program shall include the following provisions:

4. Effective January 1, 2011 through December 31, 2014, the PPO deductible will be \$350 for employee only, \$700 deductible for employee plus one coverage, and \$1,050 deductible for family coverage. Effective January 1, 2015, the PPO deductible will be \$500 for employee only, \$1,000 deductible for employee plus one coverage, and \$1,500 deductible for family coverage.
5. A maximum lifetime amount per covered person for orthodontia of \$3,000 until December 31, 2014. Effective January 1, 2015, the maximum lifetime amount per covered person for orthodontia of \$2,000.
6. Effective January 1, 2011, through December 31, 2014 a prescription drug benefit for the PPO and HMO plans with an employee co-pay of \$10 for Generic

drugs, \$25 for Brand Formulary Drugs and \$40 co-pay for Brand Non-Formulary Drugs. Mail order Prescription Drug benefit-provides up to a 90-day supply of maintenance drugs used on a continuous basis for two (2) times the retail co-pays. Oral contraceptives are covered by mail order only. Prescription drugs are covered at 80% after the deductible is satisfied with the HD PPO.

Effective January 1, 2015, a prescription drug benefit for the PPO and HMO plans with an employee co-pay of \$10 for Generic drugs, \$40 for Brand Formulary Drugs, \$75 co-pay for Brand Non-Formulary Drugs, and 80% for specialty medications with a maximum out of pocket of \$200 per prescription, maximum annual out of pocket of \$1,000. Mail order Prescription Drug benefit provides up to a 90-day supply of maintenance drugs used on a continuous basis for two (2) times the retail co-pays. Oral contraceptives are covered by mail order only. Prescription drugs are covered at 80% after the deductible is satisfied with the HD PPO.

7. Effective January 1, 2013 through December 31, 2014, the PPO Co-Insurance rate will be at 90% after deductible in-network and 70% after deductible out-of-network. Effective January 1, 2015, the PPO Co-Insurance rate will be at 80% after deductible in-network and 60% after deductible out-of-network.
8. Effective January 1, 2015 each employee shall pay fifty (50) percent of the cost of Transitional Reinsurance Fee and the Village shall pay one hundred (100) percent of

the Insurance Industry Fee, as described in the Patient Protection and Affordable Care Act (PPACA).

9. During the term of this Agreement the Village agrees to offer employees, under the same terms and conditions that are offered to non-represented Village employees, the opportunity to participate in the Village's vision insurance. The Village will continue to offer vision insurance only so long as vision insurance is offered to non-represented Village employees.

Section 13.1, 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 13.2, Terms of Policies to Govern. The interpretation by the insurance company/third party administrator of the extent of coverage under the Village of Oak Brook's dental, and/or health, and/or life and/or vision plans shall be governed by the terms and conditions set forth in said plans. Any dispute concerning the correctness of the insurance company's/third party administrator's interpretation of coverage under said plan and/or the declination of benefits thereunder, in whole or in part, shall not be subject to the grievance procedure set forth in this Agreement. Nothing herein shall be interpreted to waive any right

which any covered person may otherwise have to seek legal redress for denial of coverage and/or benefits under said plan.

Section 13.3, Right to Maintain Coverage While on Unpaid Leave or on Layoff. Except as provided in Section 9.10 or Section 9.11 or as required by applicable State or federal law, an employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for employee plus one or family coverage.

Section 13.4, Term Life Insurance. Effective with the execution of this Agreement, each employee covered by this Agreement shall have the term life insurance coverage at \$100,000. The Village continues to retain the right to change carriers and/or self insure this benefit at any time. Additionally, each employee's spouse and dependents are also eligible for voluntary life insurance.

Section 13.5, Medical Insurance Committee. A Medical Insurance Committee composed of two (2) persons designated by the Fire Chief, one of whom will be the Assistant Village Manager, and two (2) bargaining unit employees designated by the principal officer of the Union, one of whom will be the Union President, shall meet at such times as a majority of the Committee may deem necessary, for the purpose of discussing matters relating to medical insurance for the Oak Brook Fire Department. Such a meeting should be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a Medical Insurance Committee meeting and expressly providing an agenda for the meeting. The party not

making the request for the meeting may request in writing within three (3) days thereafter additional items for the agenda.

A majority of the Medical Insurance Committee may make written advisory recommendations concerning medical insurance to the Fire Chief. The Fire Chief or his/her designee shall respond in writing to any such recommendations. Such response shall include what action, if any, the Fire Chief intends to take in response to the recommendations.

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

Section 13.7, Retirement Health Savings Plan. During the term of this Agreement the Village will continue to administer the Retirement Health Savings Plan ("RHS Plan") provided by the International City Management Association Retirement Corporation ("ICMA-RC") available to its employees. The bargaining unit members shall continue to contribute funds at the rates established by their respective seniority groups. It is agreed to and understood that by administering an RHS Plan the Village shall not incur any costs or liability.

ARTICLE XIV MANAGEMENT RIGHTS

The Village has and will continue to retain all powers, rights, authority, duties and responsibilities heretofore conferred upon and vested in it by the Statutes and Constitutions of the State of Illinois and the United States and the ordinances of the Village of Oak Brook and any modifications made thereto, provided that such Village ordinances do not conflict with the provisions of this agreement.

Except as amended, changed or modified by this Agreement or operation of State law, the Village shall have the sole right, responsibility and prerogative to manage the affairs of the Village and direction of the work force, including, but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or delivered; to make, alter and equitably enforce reasonable rules, regulations, orders and policies; to objectively evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without just cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE XV DRUG AND ALCOHOL TESTING

Section 15.1, General Policy Regarding Drugs and Alcohol. The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village of Oak Brook and the

Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

Section 15.2, Definitions.

- (a) "Drugs" shall mean any controlled substance listed in the Controlled Substances Act, 720 ILCS 570/101 et seq., for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory and coordination. Among the drugs covered by this policy are the following:

Opium	Metahaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

- (b) The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.
- (c) "Impairment" due to drugs or alcohol shall mean a condition in which the employee's ability to properly perform his duties due to the effects of drugs or alcohol in his body is diminished. When an employee tests positive for drugs or alcohol, above the accepted laboratory threshold values, and the alcohol threshold listed in Section 15.5 (f), impairment is presumed.

Section 15.3, Requirements. Bargaining unit members shall:

- (a) Be prohibited from consuming or possessing alcohol or illegal drugs at any time during the work day, unless pursuant to official assignment.
- (b) Be prohibited from using, selling, purchasing or delivering any illegal drug at any time unless pursuant to official assignment.
- (c) Be prohibited from being impaired due to the use of alcohol, legal drugs or proscribed drugs during the course of the work day.

- (d) Report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
- (e) Report the use, possession or sale of illegal drugs by other members of the Department to the employee.

Violations of these requirements will result in disciplinary action up to and including discharge.

Section 15.4, The Administration of Tests.

(a) Informing Employees Regarding Drug Testing

All current employees will be given a copy of these Drug and Alcohol Testing provisions upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

(b) Pre-Employment Screening

Nothing in this policy shall limit or prohibit the Village from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

(c) When a Test May Be Compelled

There shall be no random, across-the-board, or routine drug testing of employees, except as part of treatment following a voluntary request for assistance as provided in Section 15.8 or as stated in the sentences which follows. Up to two (2) sets of random drug tests may be administered annually for the bargaining unit (no more than six persons per set). However, no individual shall be randomly tested more than once annually, even if randomly selected. The random selection testing process shall be unbiased, and certified as performed by the organization then selected to administer the CDL testing for the Village. Where there is reasonable suspicion to believe that an employee is either impaired due to being under the

influence of drugs or alcohol while on duty or has violated the prohibitions specified in Section 15.3 that employee may also be required to report for drug/alcohol testing. At the time the employee is ordered to submit to testing, the Village shall notify the Union Representative on duty and if none is on duty, the Village shall make a reasonable effort to contact an off duty Union Representative. Refusal of any employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug and alcohol tests may be required at least under the following conditions:

- (1) When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
- (2) When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
- (3) When an employee is involved in an on-duty accident involving a reportable injury to a bargaining unit member or another party or damage to fire department equipment or to another party of at least \$1,000;
- (4) When an employee commits a serious rules violation in connection with a work assignment;
- (5) Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. In addition, other circumstances may give rise to testing provided they conform to the reasonable suspicion standard. The reasonable suspicion standard for this purpose exists if the facts and circumstances warrant a rational inference that a person is either impaired by alcohol or controlled substances or has violated the requirements contained in Section 15.3.

Reasonable suspicion will be based upon the following:

- (1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by use of alcohol or use of controlled substances;
- (2) Information provided by an identifiable third party which is independently corroborated, or is from a source which is credible based on providing previous corroborated tips or information.

(d) Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with the reasons for the order. A written notice setting forth objective facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available within a 30-minute time period and the consultation is concluded within 45 minutes from the time the order is given. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 15.5, Conduct of Tests. The Village may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item h., below, shall apply) the Village shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute on Drug Abuse (NIDA).
- (b) Use of tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.

- (c) Collect a sufficient sample of the same bodily fluid or material from a bargaining unit member to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (d) Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (e) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Assistant Village Manager in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- (f) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered conclusively positive.
- (g) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (h) Insure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- (i) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understanding expressed herein, the Village shall not use such information in any manner or forum adverse to the employee's interests.
- (j) Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive testing. If the medical expert believes that the initial test results are meaningfully flawed, the employee may be reassigned or

relieved of duty with pay and benefits until a second test is administered and the results become known.

Section 15.6, Cutoff Levels. The initial test cutoff levels shall be in accordance with the cutoff levels applicable at the time the test is administered as established by the Department of Health and Human Services. All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques (or scientifically equivalent or better techniques) at the cutoff levels in accordance with the then applicable cutoff levels established by the Department of Health and Human Services.

Section 15.7, Right to Contest. The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 15.8, Voluntary Requests for Assistance. The Village shall make available a means by which the employee may obtain referrals and treatment. Such requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the Village and no one in the Village shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Village Manager, Fire Chief and shift commanders may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance. Except as provided in the last paragraph of this Section, the Village shall take no disciplinary action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem.

While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team.

The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or is under the influence of drug(s) or alcohol.

Section 15.9, Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the Fire Chief, Village Manager, and such other officials on a strict “need-to-know” basis. In addition, if requested, the person tested and/or the designated representative of the Union shall be provided the results of drug and alcohol tests.

Unless required by court order or as evidence presented by the Village in disciplinary proceedings involving the bargaining unit member who has been tested, test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 15.10, Discipline for Positive Test. Employees who test positive as defined herein for drug(s) or alcohol are subject to disciplinary action up to and including discharge. Such disciplinary action shall be subject to applicable appeal process.

ARTICLE XVI
GENERAL PROVISIONS

Section 16.1, Rules and Regulations. All members of the bargaining unit and Fire Department employees shall comply with all Village policies and all of the department rules, regulations, and Standard Operating Guidelines (SOG's). The employer may, from time to time, change, modify, alter or enact reasonable, rules and regulations for the purpose of managing the operation of the department, including SOGs, rules and regulations pertaining but not limited to probationary period, secondary employment, uniforms and protective clothing, safety inspections, working conditions, shift exchanges, residency and duty injury positions. Such rules and regulations or changes shall be subject to challenge under the grievance procedure, and may be reversed if shown to be arbitrary, capricious or discriminatory in a manner which would violate State or federal law.

Such rules and regulations shall not seek to interfere with the Union's authority to bargain as provided in the Illinois Public Labor Relations Act and under this Agreement (as, for example, a rule that would eliminate the Union's majority status). This contract recognizes the general intent of departmental rules and regulations to provide a stable work atmosphere. No specific provision of this Agreement may be superseded by any new or changed rule or policy.

Section 16.2, Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 16.3, Fitness Examinations. If there is any question concerning an employee's fitness for duty, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. If it is determined

that the employee is unable to perform his/her job, the Village shall allow a second medical examination by a physician selected by the employee and paid for by the employee if not otherwise covered by insurance. If the medical opinions are in disagreement, the Village shall allow a third medical examination by a physician selected by the first two physicians, and the decision of the third physician shall be controlling so long as based on relevant job criteria which may be challenged under the grievance procedure. Costs of the third physician not covered by insurance shall be equally divided between the Village and the employee.

Section 16.4, No Solicitation. The Union agrees that its officers and business representatives will not solicit, and will not authorize, request or encourage members of the bargaining unit to solicit, orally or in writing, merchants, businesses, residents or citizens located within the Village of Oak Brook for contributions or donations for the Union treasury or to purchase advertising in any Union publication, without the prior written approval of the Village Manager.

Section 16.5, Mileage Reimbursement. Employees shall be reimbursed at the applicable IRS reimbursement rate per mile for approved use of their personal vehicle for Village business.

Section 16.6, Discipline. The Village embraces the concept of progressive discipline, and acknowledges that its purpose is corrective. The parties mutually agree, however, that certain offenses are sufficiently serious so as to justify such disciplinary actions as, for example, written warning, suspension or termination for the first offense. Disciplinary actions shall be subject to the grievance procedure and/or to proceedings before the Oak Brook Board of Fire and Police Commissioners (BOFPC) in accordance with the following subsections.

Any notation of an oral reprimand shall not be relied upon for progressive discipline if, from the date of the last oral reprimand, eighteen (18) months have passed without the employee receiving additional discipline. Similarly, any written reprimand shall not be relied upon for progressive discipline if, from the date of the last written reprimand thirty-six (36) months have passed without the employee receiving additional discipline. Any suspension, one (1) duty day or less, shall not be relied upon for progressive discipline if, from the date of the last suspension seventy-two (72) months have passed without the employee receiving additional discipline. It is

the employee's responsibility to request in writing to HR that an oral reprimand, written reprimand, or suspension be removed from his personnel file after the time periods listed above have elapsed. In order to defend against possible charges and/or federal compliance, any discipline removed from an employee's personnel file may be retained by the Village in the Village's legal files. An employee may file a written reply to any disciplinary action in his personnel file.

Subsection 16.6.1. Oral and Written Reprimands. Disciplinary grievances involving oral and written reprimands may be processed through the grievance procedure through and including Step 3, but shall not be subject to arbitration. If the Village, however, seeks to use a prior written reprimand for the imposition of more severe discipline in a subsequent disciplinary action, and the written reprimand was originally grieved through and including Step 3, the merits of the prior written reprimand may be raised by the Union in arbitration of the subsequent disciplinary action.

Subsection 16.6.2. Suspensions and Discharge. If the Village initiates disciplinary action involving the suspension or the discharge of a bargaining unit member, the following procedure shall apply:

- A. If the suspension is for a period not to exceed twenty-four (24) working hours, the suspension may be imposed by the Fire Chief in accordance with his statutory authority under 65 ILCS 5/10-2.1-17. If the suspended employee desires to contest the suspension, he may do so by filing an appeal to the BOFPC within the time provided by BOFPC rules and regulations or by filing a grievance within the time provided by Article V of this Agreement. If the disciplinary action is appealed to the BOFPC, all proceedings thereafter, including any appeal from a decision of the BOFPC, shall be in accordance with applicable statutory provisions, including 65 ILCS 5/10-2.1-17 and 735 ILCS 5/3-101, et seq., and BOFPC rules and regulations. If the employee elects to file a grievance as to a suspension one (1) duty day or less, the grievance shall be processed in accordance with Article V of this Agreement, except that it shall be filed at Step 3 of the procedure.
- B. If the disciplinary action is proposed to be a suspension in excess of twenty-four (24) working hours or discharge, the following procedure shall apply:
 1. The Village shall prepare written disciplinary charges as if the charges were to be filed with the BOFPC pursuant to statute, with a proposed disciplinary action, and shall serve the charges upon the employee and the Union.
 2. Within fourteen (14) calendar days of receipt of the charges, the employee must elect the forum for the hearing on the proposed disciplinary action, such forum being either the filing of a grievance as provided by this Agreement or the filing of the written disciplinary charges with the BOFPC in accordance with BOFPC rules and regulations. Such election is final and binding. Failure to make an election within fourteen (14) calendar days of receipt of

the charges shall constitute a decision to accept the proposed discipline and to waive any right to challenge the discipline through either the grievance and arbitration procedure or the BOFPC disciplinary procedure. The fourteen (14) day timeframe may be extended if mutually agreed to by both parties.

3. If the election is to allow the filing of charges with the BOFPC, then all proceedings thereafter that relate to the disciplinary action shall be in accordance with BOFPC rules and regulations and applicable statutory provisions relating to the hearing and appeal of BOFPC disciplinary proceedings, with no recourse to the grievance and arbitration procedure of this Agreement.
4. If the election is to file a grievance pursuant to this Agreement, then the Union and the Village agree that the Village Manager and/or the Fire Chief are empowered by this Agreement to impose the proposed disciplinary action and that such imposition is subject to the exclusive remedy of the grievance and arbitration provisions contained in Article V of this Agreement, with no recourse to the BOFPC.
5. If the employee elects to file a grievance as to a suspension greater than one (1) duty day or dismissal, the grievance shall be processed in accordance with Article V of this Agreement, except that it shall be filed at Step 3 of the procedure.

Subsection 16.6.3. Nothing in this Section 16.6 shall be deemed to interfere with the right of the Village to place a firefighter on administrative leave with pay pending an investigation to determine if disciplinary action is warranted or pending a determination as to whether the firefighter is physically or psychologically fit for duty.

Subsection 16.6.4. Finality of Decision and Judicial Review. An arbitrator's decision with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the employee, the Union, and the Village, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act, as provided by Section 8 of IPLRA, 5 ILCS 315/8. A decision of the BOFPC with respect to a disciplinary suspension or discharge, if rendered in accordance with applicable law and this Agreement, shall be final and binding on the employee, the Union, and the Village, subject only to an appeal in accordance with the Illinois Administrative Review Law, 735 ILCS 5/3-101, et seq.

Subsection 16.6.5. Exclusivity of Disciplinary Procedures. This Agreement is intended to modify or supersede any and all hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17. Pursuant to Section 15 of IPLRA, 5 ILCS 315/15, the provisions of this Section 16.6 shall be in lieu of and shall expressly modify, supersede or pre-empt, any contrary provision that might otherwise be applicable under 65 ILCS 5/10-2.1-17.

Subsection 16.6.6. Disciplinary Procedure Savings Clause. Should any provision of this Section 16.6 be found by a court of law or the Illinois Labor Relations Board to be unlawful, unenforceable, or not in accordance with applicable constitutional provisions, laws, statutes and/or regulations of the United States of America and/or the State of Illinois, the rights

and procedures afforded to employees with respect to disciplinary action shall be those provided by 65 ILCS 5/10-2.1-17 until or unless a different provision is instituted pursuant to good faith negotiations conducted pursuant to law and this Agreement.

Section 16.7, Access to Personnel File. Upon reasonable request and in accord with the Personnel Records Review Act, an employee shall have the right to review the non-confidential documents (excluding documents such as psychological exams and references concerning the employee's initial hiring) in his personnel file, provided that no documents in an employee's file shall be marked or altered. Any documents claimed to be confidential must be generically identified in writing to the employee at the time employee reviews his personnel file. An employee may request that a copy of any of the non-confidential documents in his personnel file be copied. If such a request is made, the employee may be requested to reimburse the Village for the reasonable cost of copying any such documents (not to exceed the charges the Village assesses for Freedom of Information Act requests). Nothing herein shall require the Village to collate or compile any information.

Section 16.8, Safety and Unsafe Conditions. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment not inherent with their customary duties, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job and/or the unsafe condition should be discontinued.

Section 16.9, Pension Pick-Up. The salaries listed in Article XII, Section 1 include the Village's pickup and payment to the Illinois Fire Fighter's Pension Fund on behalf of each employee covered by this Agreement. In determining the amount picked up and paid by the Village, the employee's salary shall include compensation deemed to be "salary" as defined by 40 ILCS 5/4 – 118.1.

Section 16.10, Replacement of Personal Items. The Village will replace at reasonable cost employee's personal items (that are necessary to perform the employee's job) that are damaged while the employee is performing actual fire suppression functions, Emergency Medical Services, or training, where the damage was caused by no fault of the employee.

Section 16.11, Prescription Lenses. The Village shall continue to provide the initial cost of frames for specialized equipment such as self-contained breathing apparatus (S.C.B.A.) for those firefighters who require prescription lenses for regular use.

The cost of prescription lenses shall be the responsibility of the employee. Damaged lenses and frames will be replaced according to the "Replacement of Personal Items" section of this contract.

Section 16.12, Inoculations. The Village shall administer or provide, at Village expense, a Hepatitis B Virus (HBV) inoculation series to all employees. The Village shall also provide such required verification tests of successful inoculations to any employee who receives the inoculation series, and any subsequent boosters that may be necessary. As inoculations become available (as approved by the FDA) for additional strains of Hepatitis, Human Immune Deficiency Virus (HIV), related or Acquired Immune Deficiency Syndrome (AIDS) antibody

positive conditions, such inoculations (to the extent not covered by insurance) at Village expense shall be provided to the employees on a voluntary basis.

Section 16.13, Paramedic Decertification. Any member from the bargaining unit who has completed at least twenty (20) years of service with the Village as a paramedic, may request to decertify as a paramedic as long as it will not adversely affect the Department. Any such decertification request shall not arbitrarily be denied. In the event that more than more than one bargaining unit member requests decertification, the bargaining unit member with the greater department paramedic seniority shall be given priority. The Fire Chief may establish and require a minimum number of paramedics, and a minimum level of first aid/medical training for all bargaining unit employees, which minimum numbers and levels may be changed by the Chief from time to time as circumstances warrant so long as the Chief does not act arbitrarily when making such change(s).

Section 16.14, Subcontracting. The parties recognize that the Village may have a need to utilize contract personnel for fire suppression and emergency medical work, and that the Union has a need to preserve the jobs of bargaining unit members and the integrity of its bargaining unit. In order to reconcile these differing interests, the parties agree as follows:

- (a) The Village may subcontract or contract out for fire suppression and emergency medical work, within the restrictions stated in paragraphs b and c below.
- (b) The Village may not subcontract or contract out work performed by bargaining unit members where the effect is to displace an existing bargaining unit member; and
- (c) The Village may not subcontract or contract out work performed by bargaining unit members when the number of bargaining unit members is less than twenty-eight (28). Should the number of bargaining unit members fall below 28 the Village may continue to subcontract or contract out work up to 90 days in order to

allow the Village the time necessary to fill the vacancy. Any deficiency the Village determines to fill shall be filled by employees from the eligibility roster(s) established by the Board of Fire and Police Commissioners.

Section 16.15, Meetings for Bargaining Unit Members. Bargaining unit members shall be allowed to meet quarterly within the fire stations, subject to the performance of emergency work duties, for the purpose of discussing Union business, so long as the meetings do not interfere with the operation of the Fire Department. Such meetings may be held between 7:00 p.m. and 10:00 p.m., or as otherwise mutually agreed between the Union and the Chief.

Section 16.16, Deferred Compensation Plan. Employees covered by this Agreement shall have the same opportunity to participate on a payroll deduction basis in any deferred compensation plan that may be available to Village employees generally.

Section 16.17, Killed in the Line of Duty. The Village agrees to comply with all Federal and State requirements relating to funeral expenses, medical insurance of individuals or spouse, or other killed in the line of duty benefits.

Section 16.18, Employee Reimbursement of Employer Training Costs.Effective with execution of this Agreement, if an employee leaves the employment of the Village during his/her first four (4) years of employment, except for reason of death or disability or if the employee is terminated by the Village, the Village may require such employee reimburse the Village for all costs incurred by the Village for paid off-site training received by the employee during his/her employment with the Village, including but not limited to the costs associated with obtaining or maintaining certification as a firefighter and/or paramedic, but excluding the firefighters and/or paramedics salary, in accord with the following formula:

Leaves within first year of employment	100%
Leaves within second year of employment	80%
Leaves within third year of employment	60%
Leaves within fourth year of employment	40%

Employees hired by the Village after the effective date of this Agreement will be advised of the requirements of this training reimbursement Article by the Village before they receive training, which may be subject to such reimbursement.

ARTICLE XVII PROMOTIONS

Section 17.1, General. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the Illinois Fire Promotion Act (Public At 93-0411; herein after the IFDPA), 50 ILCS 742 and any amendments. Promotions to the rank of Lieutenant and Battalion Chief shall be governed by the requirements of the IFDPA and any amendments.

Section 17.2, Vacancies. This Article applies to promotion to vacancies in the rank of Lieutenant and Battalion Chief. A vacancy in such position(s) shall be deemed to occur on the date upon which the position is vacated and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 17.3, Eligibility. All promotions to the rank of Lieutenant and Battalion Chief shall be made from employees in the next lower rank:

- a) For candidates challenging Lieutenant Examinations, the following criteria shall apply:
 1. Candidates shall have been employed as a firefighter by the Village of Oak Brook for a period of not less than four (4) years as of the date of the written examination, completed a probationary period and sworn as a non-probationary firefighter prior to the application deadline of the testing process; and
 2. Candidates shall be certified as Firefighter III by the Office of the Illinois State Fire Marshall (OSFM) prior to the application deadline of the testing process.
- b) For candidates challenging the Battalion Chief examination in 2004 and in subsequent years, the following criteria shall apply:
 1. Candidates shall be sworn as a Lieutenant with the Oak Brook Fire Department prior to the application deadline of the testing process; and
 2. Candidates shall be certified as Fire Officer I (provisional certification is NOT acceptable) by the OSFM prior to the application deadline of the testing process.

Section 17.4, Weight of Factors. All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of candidates on promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following four (4) components, weighted as specified:

- a) Written Examination 50%
- b) Ascertained Merit 20%
- c) Subjective Evaluation 20%
- d) Seniority 10%

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

Candidates shall be ranked on the preliminary promotional list in rank order based on the highest to the lowest points scored on all of the components of the test.

Section 17.5, Factors. The components for scoring shall consist of the following items in order as listed and described below. Scores for each component shall be prominently posted prior to the scoring of subsequent components.

- 1. Assignment of Seniority Points as earned
- 2. Assignment of Ascertained Merit Points as earned
- 3. Subjective Evaluation
- 4. Written Examination
- 5. Veterans Points

1) Seniority:

- a) Seniority points for Lieutenant Examinations shall be based only upon service with the Oak Brook Fire Department and shall be pro-rated based on one (1) point per full year of seniority up to a maximum of ten (10) points as of the date of the written examination.
- b) Seniority points for the Battalion Chief Examinations shall be based only upon service with the Oak Brook Fire Department and shall be pro-rated based on one half (.5) point per year of departmental seniority to a maximum of five (5) points,

combined with one (1) point per year seniority as a lieutenant to a maximum of five (5) points. The total seniority points awarded shall not exceed ten (10) points and are calculated as of the date of the written examination.

2) Ascertained Merit:

- a) Ascertained merit points for Lieutenant Examinations shall be awarded for education, training and certification, and skills related to the fire service as set forth below:

Education:

Associate's Degree in Fire Science or EMS	15
Bachelor's Degree in unrelated field	20
Bachelor's Degree in Fire Science, EMS, Public Administration or Public Safety Administration	30
	30 Max

Certification:

OSFM Fire Officer I (provisional certification acceptable)	20
OSFM Fire Officer II (provisional certification acceptable)	30
	30 Max

Fire Service Skills (as determined by Fire Department Management)

Supervisory Skills	5
Communication Skills	5
Management Skills	5
Leadership Skills	5
Interpersonal Skills	5
Organizational Skills	5
Problem Solving Skills	5
Conflict Resolution Skills	5
	40 Max

Maximum Total 100

This total score shall then be reduced by the weighting factor of .20.

b) Ascertained merit points for Battalion Chief Examinations shall be awarded for education, training & certification, and skills related to the fire service as set forth below:

Education:	
Associate's Degree in Fire Science or EMS	15
Bachelor's Degree in unrelated field	20
Bachelor's Degree in Fire Science, EMS, Public Administration or Public Safety Administration	30
	30 Max
Certification:	
OSFM Fire Officer II (provisional certification acceptable)	30
	30 Max
Fire Service Skills (as determined by Fire Department Management)	
Supervisory Skills	5
Communication Skills	5
Management Skills	5
Leadership Skills	5
Interpersonal Skills	5
Organizational Skills	5
Problem Solving Skills	5
Conflict Resolution Skills	5
	40 Max
Maximum Total	100

This total score shall then be reduced by the weighting factor of .20.

3) Subjective Evaluation: The subjective evaluation may include an oral interview, tactical evaluation, situational evaluation, or other relevant components, as determined appropriate by the Fire Chief. A competent agency may be contracted to conduct the subjective evaluation. The selected agency shall consist of a minimum of three (3) fire officers that are certified assessors from the roster established by the Office of the State Fire Marshall to conduct the subjective evaluation. The subjective

evaluation shall be scored on a scale of 100 points. The score shall then be reduced by the weighting factor of .20.

4) Written Examination: The written examination shall be administered in accordance with the procedures set forth below:

- a) Written examination shall focus on the rank for which the test is being conducted and will contain rank appropriate questions. The examinations shall be in a format suitable to current fire service standards. The examination shall be scored on a scale of 100 points. The score shall then be reduced by the weighting factor of .50.
- b) Written examination shall be graded at the examination site on the day of the examination immediately upon completion of the test or offsite by a bona fide testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.
- c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointed authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District

Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Article and IFDPA for any member of the department or the appointed authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

- d) The Fire Department shall post and maintain reading and study materials for its current written examination and make these materials available and accessible at each duty station at least 90 days prior to the date of written examination.
- 5) Veteran's Points: A candidate on the preliminary promotion list who is eligible for veteran's points under 65 ILCS 5/10-1.16 may file a written application within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's points shall be added to the candidate's total score on the preliminary promotion list. The Village shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's 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 by name, from highest to lowest, the scores of all candidates.

Any candidate who wishes to withdraw from the promotional process at any point before the completion of all the components of the examination process shall do so by advising the Fire Chief in writing.

Section 17.6, Order of Selection. Whenever a promotional rank is created or becomes vacant, as provided in Section 17.2 of this Article XVII, due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reason for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in ARTICLE V of this agreement.

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

Section 17.7, Duration. A final promotion list shall be effective for a period of three (3) years from the date of its posting. The Village shall ensure the Board of Fire and Police Commissioners maintains in effect current eligibility lists so that promotion vacancies are filled not later than 180 days after the occurrence of the vacancy. If there is no final adjusted

promotion list in effect for that position on the date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Section 17.8, Monitoring. The union reserves the right to appoint up to two (2) monitor(s) to observe the promotional process in accordance to Section 25 of the IFDPA. If the union chooses to exercise this right, the Village shall be notified no less than 14 days prior to when the monitor(s) will be used.

Section 17.9, Right to Review. Pursuant to Article V of the parties' collective bargaining agreement, the Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have a right to review of the matter, subject to the following conditions:

- a) The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the test. Only such objective grievances shall be allowed under the parties' grievance procedure, contained in Article V.
- b) The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.
- c) In the event of grievance disputes arising under the terms of this Article, the parties adopt the definitions set forth in Section 5 of the IFDPA to facilitate resolution of any conflicts.

ARTICLE XVIII
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the terms of this 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 matter not removed by the IPLRA from the area of collective bargaining. The understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Village and the Union for the life of this Agreement agree that neither shall be obligated to engage in decisional bargaining with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The employer may make reasonable changes in existing rules during the term of the contract, but when such actions affect conditions of employment that constitute a mandatory subject of bargaining which is not covered by the terms of the parties' agreement, the following procedure shall apply:

- (a) The Union shall have the right to notify the Village within twenty-one (21) calendar days of the date it knew or reasonably should have known of such action, that it desires impact or effects bargaining. The parties agree to begin such negotiations within ten (10) calendar days of such notice and continue to bargain in good faith for a period of not less than thirty (30) calendar days. The parties agree the Village shall have the right to temporarily implement the change pending the outcome of such impact or effects bargaining.

- (b) If no agreement is reached, the Union shall have the right to refer the dispute over impact or effects bargaining to arbitration, utilizing the procedures set forth in Section 315/14 of the Illinois Public Labor Relations Act.

**ARTICLE XIX
SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any federal or state board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted federal or state legislation, such federal or state decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the federal or state board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XX
DURATION AND TERM OF AGREEMENT**

Section 20.1, Termination in 2015. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the expiration date unless the parties mutually agree otherwise.

After notice of a party's desire to modify this Agreement as provided above, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the expiration date set forth in the preceding paragraph.

This Agreement executed this 23 day of June, 2014.

IAFF Local Union #4646:

By: _____

Title: President - Local 4646

Dated: 6/20/14

Village of Oak Brook, Illinois:

By: _____

Title: _____

Dated: _____

Village President
June 23, 2014

MEMORANDUM OF AGREEMENT

The Village of Oak Brook ("the Village") and International Association of Fire Fighters, Local 4646 ("the Union"), hereby enter into the following side letter agreements, to be effective June 23, 2014 and to expire by their terms on December 31, 2015:

1. The Village and the Union agree to work together to revise the current Compensatory Time Usage Policy, with the mutually agreed-upon objective of placing the revised Policy into effect on or before August 1, 2014 unless both parties agree to a date extension.
2. The Village agrees to issue a one-time only \$500 health insurance off-set payment during January of 2015 (minus applicable taxes and normal deductions) to Union members who are employed and actively working for the Village at any time during the period of January 1, 2015 through the date of issuance of the off-set payment.

VILLAGE OF OAK BROOK



By _____

Dated: 6/23/14

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 4646



By _____

Dated: 6/20/14

APPENDIX A

DUES DEDUCTION AUTHORIZATION FORM

I _____ (print) hereby authorize the Village of Oak Brook to deduct dues payable to the Associated Fire Fighters of Oak Brook, IAFF Local 4646, AFL-CIO-CLC in equal portions from my first two pay checks of each month as specified below (initial one):

___ Initiation Dues: 2.5% of top firefighter pay for the first year of employment. Thereafter, dues will revert to the Uniform Dues rate.

___ Uniform Dues: 1.5% of top pay in rank. Firefighters pay 1.5% of top fire fighter pay. Lieutenants pay 1.5% of top Lieutenant pay.

___ Fair Share Dues: Defined as the customary dues (Initiation or Uniform dues in rank) less any amount allocated for Union political activities. The fair share dues payor shall not pay the portion of dues (approximately \$4 per month) allocated to the AFFI political action committee (PAC). The fair share dues payor shall be reimbursed for any portion of dues paid that were allocated to any political activity on the part of Local 4646.

This authorization may only be revoked in writing between ninety (90) and forty five (45) days prior to the termination date set forth in the labor Agreement.

I hereby waive all rights and claims for dues deducted and transmitted in accordance with this authorization, and further and separately relieve the Village and any department of the Village of Oak Brook from liability.

Signature

Date