

Agreement
Between
The Village of Wilmette, Illinois
And
Wilmette Professional Firefighters Union,
Local 5411, I.A.F.F, AFL-CIO
January 1, 2023 - December 31, 2025

Table of Contents

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION	2
Section 1.1. Recognition	2
Section 1.2. Fair Representation.....	2
Section 1.3. Union Responsibilities	2
Section 1.4. Village Responsibilities.....	2
ARTICLE II NON DISCRIMINATION	3
Section 2.1. Non Discrimination	3
Section 2.2. Americans with Disabilities Act.....	3
ARTICLE III MANAGEMENT RIGHTS	4
Section 3.1. Management Rights.....	4
Section 3.2. Subcontracting and Contracting Out	4
Section 3.3. Emergency Situations.....	4
ARTICLE IV UNION RIGHTS	5
Section 4.1. Dues Deductions.....	5
Section 4.2. Indemnification	5
Section 4.3. Bulletin Board	5
Section 4.4. Union Stewards	5
Section 4.5. Access to Premises	5
Section 4.6. Union Use of Village Facilities	6
Section 4.7. Negotiations.....	6
ARTICLE V GRIEVANCE PROCEDURE	7
Section 5.1. Definition.....	7
Section 5.2. Procedure.....	7
Section 5.3. Arbitration	8
Section 5.4. Arbitrator's Authority.....	8
Section 5.5. Time Limits	8
Section 5.6. Fees and Expenses.....	9
Section 5.7. Miscellaneous	9
ARTICLE VI NO STRIKE-NO LOCKOUT	10
Section 6.1. No Strike.....	10
Section 6.2. Remedies for Violation	10
Section 6.3. No Lockout.....	10
Section 6.4. Remedies for Village Violation.....	10

Table of Contents
(continued)

	<u>Page</u>
ARTICLE VII LABOR-MANAGEMENT COMMITTEE.....	11
Section 7.1. Labor-Management Committee	11
ARTICLE VIII SENIORITY, LAYOFFS AND RECALLS.....	12
Section 8.1. Seniority	12
Section 8.2. Probationary Period.....	12
Section 8.3. Layoffs.....	12
Section 8.4. Recall List.....	12
Section 8.5. Effects of Layoff	13
Section 8.6. Posting of Seniority List.....	13
Section 8.7. Termination of Seniority	13
ARTICLE IX HOURS OF WORK AND OVERTIME.....	15
Section 9.1. Application of Article.....	15
Section 9.2. Normal Work Day	15
Section 9.3. Normal Work Cycle	15
Section 9.4. Hourly Rate of Pay	15
Section 9.5. Overtime Pay	15
Section 9.6. Assignment of Non-Emergency Duties.....	15
Section 9.7. Breaks and Meal Periods.....	16
Section 9.8. Overtime Assignments	16
Section 9.9. Duty Day Trade	17
Section 9.10. Call Back Pay	17
Section 9.11. Compensatory Time	17
Section 9.12. No Pyramiding	18
ARTICLE X WAGES AND OTHER ECONOMIC BENEFITS.....	19
Section 10.1. Salaries.	19
Section 10.2. Longevity Pay.....	19
Section 10.3. Advanced Technician Firefighter Certification Stipend	20
Section 10.4. Tuition Reimbursement.....	20
Section 10.5. Acting Officer's Pay	22
Section 10.6. Preceptor Pay.....	23
Section 10.7. Supplemental Retirement Program	23
Section 10.8. Advanced Retirement Notice	24
Section 10.9. Retroactivity	25
ARTICLE XI INSURANCE	26
Section 11.1. Coverage.....	26
Section 11.2. Cost Containment.....	26

Table of Contents
(continued)

	<u>Page</u>
Section 11.3. Terms of Insurance Policies to Govern	26
Section 11.4. Health Insurance Co-payment Levels, Deductible Levels, and Employer/Employee Premium Payments.....	26
ARTICLE XII VACATIONS	27
Section 12.1. Vacation Eligibility	27
Section 12.2. Scheduling	27
Section 12.3. Vacation Pay upon Termination.....	28
ARTICLE XIII HOLIDAYS.....	29
Section 13.1. Holidays.....	29
Section 13.2. Pay for Working on Specific Holidays.....	29
ARTICLE XIV LEAVES OF ABSENCE.....	30
Section 14.1. Accrued Sick Leave.....	30
Section 14.2. Request for Sick Leave.....	30
Section 14.3. Sick Leave - Miscellaneous.....	30
Section 14.4. Family Leave	30
Section 14.5. Funeral Leave	31
Section 14.6. Jury Duty	31
Section 14.7. Family Medical Leave Act.	31
Section 14.8. Other Leaves of Absence	31
ARTICLE XV DISCIPLINE	32
Section 15.1. Just Cause Discipline.....	32
Section 15.2. Notice of Investigation	32
Section 15.3. Suspension Pending Investigation.....	32
Section 15.4. Right to Respond.....	32
Section 15.5. Oral and Written Reprimands.....	32
Section 15.6. Applicability of Grievance and Arbitration Procedure to Discipline....	32
Section 15.7. Firemen's Disciplinary Act	32
ARTICLE XVI MISCELLANEOUS PROVISIONS	34
Section 16.1. Ratification and Amendment.....	34
Section 16.2. Gender	34
Section 16.3. Eye Glass Replacement	34
Section 16.4. Light Duty	34
Section 16.5. No Solicitation.....	35
Section 16.6. Fitness Examinations.....	35
Section 16.7. Impasse Resolution.....	35
Section 16.8. Drug and Alcohol Testing	35

Table of Contents
(continued)

	<u>Page</u>
Section 16.9. Outside Employment.....	35
Section 16.10. Physical Fitness Program	35
Section 16.11. Inoculations	36
Section 16.12. Uniforms.....	36
Section 16.13. Maintenance of EMT-P Status	36
Section 16.14. Personnel Files	36
Section 16.15. Retraining Upon Recall	36
Section 16.16. Safety and Unsafe Conditions	36
Section 16.17. Shift Assignments.....	36
Section 16.18. Committees.....	37
Section 16.19. Specific Work Day Conditions.....	37
ARTICLE XVII SAVINGS CLAUSE	39
Section 17.1. Savings Clause	39
ARTICLE XVIII ENTIRE AGREEMENT	40
Section 18.1. Entire Agreement	40
Section 18.2. Precedence of Agreement.....	40
ARTICLE XIX DURATION AND TERMINATION	41
Section 19.1. Termination in 2025	41
APPENDIX A - SALARY SCHEDULES FOR FISCAL YEARS 2023-2025	43
APPENDIX B - ALTERNATIVE IMPASSE RESOLUTION PROCEDURE	46
APPENDIX C - DRUG TESTING POLICY	47

PREAMBLE

THIS AGREEMENT, entered into by THE VILLAGE OF WILMETTE, Illinois (hereinafter referred to as the “Village” or the “Employer”) and the Wilmette Professional Firefighters Union, Local 5411, I.A.F.F., AFL-CIO (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 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.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE I **RECOGNITION**

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employees in the classifications of Firefighter, Firefighter/Paramedic, Emergency Vehicle Coordinator, and Lieutenant/Paramedic employed by the Village of Wilmette Fire Department, but excluding Battalion Chiefs. The position of Fire Chief and Deputy Fire Chief shall be excluded as “supervisors” under Section 3(r) of the Act, any employee excluded from the definition of Firefighter as defined in Section 1603(g)-(1) of the Illinois Public Labor Relations Act as amended; and managerial, supervisors, confidential, short-term or professional employees as defined by the Act, as amended.

Section 1.2. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) that shall arise out of or by reason of any violation of the Union’s duty of fair representation.

Section 1.3. Union Responsibilities. The Union shall be responsible for the acts of its officers, stewards, members and representatives with respect to matters which are taken in the Union’s name or in furtherance of the objectives of the Union.

Section 1.4. Village Responsibilities. The Village shall be responsible for the acts of its officials and representatives with respect to matters which are taken in the Village’s name or in furtherance of the objectives of the Village.

ARTICLE II

NON DISCRIMINATION

Section 2.1. Non Discrimination. In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, sexual orientation, age, religion, creed, color, national origin, Union or non Union affiliation. 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.

Section 2.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. The Village shall retain the sole right and authority to make and implement decisions concerning the operation and direction of the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, all rights and authority possessed by the Village prior to the execution of the parties' first collective bargaining agreement, except as specifically modified in this Agreement. Among the rights retained by the Village are to determine the qualifications for employment and job positions and to employ employees; to determine its mission; to set standards and hours of service; to establish and implement training programs and activities; to establish work and productivity standards and, from time to time, to change those standards; to schedule and assign work and direct the working force; to transfer employees; to assign overtime; to plan, direct, control and determine the operations or services to be conducted in or at the Fire Department, by employees of the Village, or by others; to increase or decrease the number of employees; to hire, promote, suspend, discipline or discharge non-probationary employees for just cause; to reduce the complement of employees and to lay off employees; to make and enforce rules and regulations governing employees covered by this Agreement; to change or eliminate existing methods, equipment or facilities and to introduce new methods, equipment or facilities; to decide whether to purchase goods and/or services; provided, however, that the Village's exercise of any of its management rights shall not conflict with any of the specific provisions of this Agreement.

Section 3.2. Subcontracting and Contracting Out. The right to subcontract or contract out work is vested in the Village. Except when an emergency situation (including natural and/or man-made disasters) exists, the Village will notify the Union in writing in advance of any contemplated contracting or change in job duties that would cause the layoff of any non-probationary bargaining unit employee or the reduction in any non-probationary bargaining unit member's pay grade and will offer to bargain with the Union over the effects of such contracting or change in job duties. The pendency of such effects bargaining shall not preclude the Village from implementing a decision to contract and/or make a change in job duties; provided, however, that the Village shall maintain all economic benefits for any affected bargaining unit member until the parties reach agreement on effects bargaining, the parties are at impasse in such negotiations, or a period of thirty (30) days has elapsed from the date that the Union was notified in writing of such contemplated contracting or change in job duties, whichever occurs first.

Section 3.3. Emergency Situations. If in the sole discretion of the President of the Board of Trustees or other officially designated Village Official, it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, snow storms or other similar catastrophes, the terms of this Agreement may be suspended by the President of the Board of Trustees or other officially designated Village Official during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should such an emergency situation arise, the President of the Board of Trustees or other officially designated Village Official shall advise the Union of the existence of the emergency, and shall put such notice in writing as soon as practicable thereafter.

ARTICLE IV

UNION RIGHTS

Section 4.1. Dues Deductions. While this Agreement is in effect, the Village will deduct from each employee's semi-monthly paycheck one-half (½) of the monthly uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check-off authorization form (or the pro rata biweekly amount if the Village establishes a biweekly payroll). The check-off authorization shall be revocable at any time by the employee. Such revocation must be in writing and shall be effective upon delivery by the employee to the Village. If a conflict exists between the check-off authorization form used by the Union and this Article, the terms of this Article control.

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

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amount paid to the Union in error on account of this dues deduction provision.

Section 4.2. Indemnification. The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

Section 4.3. Bulletin Board. The Village will designate space for a Union-provided bulletin board in the bunk room or locker room of each fire station for the posting of official Union notices and information of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to said bulletin board. The bulletin board will be kept in a neat and orderly fashion.

Section 4.4. Union Stewards. The Union shall provide the Village in writing with the names of six (6) employees, with at least one (1) for each shift and at least one (1) Lieutenant/Paramedic. These individuals shall be the Union's stewards for the Wilmette Fire Department. The Village shall be authorized to contact any of these designated individuals for the purpose of conducting Union business unless and until the Union advises the Village in writing of any changes. Union stewards are not permitted to conduct Union business during work hours without the prior permission of the Fire Chief or his designee, provided such permission shall not be unreasonably denied. Nothing in this Section shall be construed to interfere with the right of the Fire Chief/designee to transfer employees from one shift to another for operational reasons.

Section 4.5. Access to Premises. Duly authorized Union 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. Such approval shall not be unreasonably denied. 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.

Section 4.6. Union Use of Village Facilities. With the prior approval of the Fire Chief or his designee, the Union may use Village facilities for not more than two (2) official Union membership meetings per year. Such use shall not take precedence over Village needs and any costs incurred shall be reimbursed by the Union if requested by the Village. No such Union meetings or business shall be conducted during the time that employees are performing assigned duties and responsibilities and/or when it interferes with Departmental operations.

Section 4.7. Negotiations. One (1) employee who has been designated as a member of the Union's bargaining team who is scheduled to work on a day on which negotiations take place will be permitted to attend the session without loss of pay or benefits for the actual hours of the bargaining session. A second employee may attend with the approval of the Fire Chief. In the event of emergency calls or department designated activities attending employees will return to their assigned positions.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee against the Village involving an alleged violation or misapplication of an express provision of this Agreement, but shall exclude any action other than discipline that is covered by Article XV of this Agreement that is subject to the authority and jurisdiction of the Wilmette Board of Fire and Police Commissioners (e.g., hiring, promotions, demotions, etc.). This grievance procedure shall supersede any other Village grievance procedure.

Section 5.2. Procedure. A grievance filed against the Village shall be processed in the following manner:

- Step 1: An employee who believes that he/she has a grievance shall present the grievance in writing to the Battalion Chief. To be timely, the grievance must be presented no later than seven (7) calendar days after the first act, event or commencement of the condition that is the basis of the grievance or seven (7) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act, event or commencement of the condition that is the basis of the grievance. The written grievance shall be signed by the employee and shall include a statement of all relevant facts, the provision or provisions of the Agreement alleged to be violated, and the remedy requested. To be timely, the Battalion Chief, or the Battalion Chief’s designee, shall provide a written response within seven (7) calendar days after the grievance is presented at Step 1.
- Step 2: If the grievance is not settled at Step 1, the written grievance shall be presented by the employee to the Fire Chief no later than seven (7) calendar days after the date of the response of the Battalion Chief, or the Battalion Chief’s designee. The Fire Chief, or the Chief’s designee, may meet with the employee, and a Union representative if the employee so desires, in an effort to resolve the grievance within seven (7) calendar days after the Chief, or the Chief’s designee, receives the grievance. The Chief, or the Chief’s designee, shall reply in writing to the grievance within seven (7) calendar days after the date of the meeting, or, if there is no meeting, within ten (10) calendar days after the written grievance was received by the Chief at Step 2.
- Step 3: If the grievance is not settled at Step 2, the written grievance shall be presented by the employee or by the Union representative to the Village Manager, or the Manager’s designee, not later than seven (7) calendar days after the Fire Chief, or the Chief’s designee, replies to the grievance at Step 2. The Village Manager or the Manager’s designee shall make such investigation of the facts and circumstances as the Manager, or the Manager’s designee, deems necessary, and may schedule a meeting within seven (7) calendar days with the employee and/or the Union representative. The Village Manager or the Manager’s designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Manager, or the Manager’s designee.

Section 5.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Union to arbitration by serving on the Village Manager by certified mail, not later than fifteen (15) calendar days after the date of the reply of the Village Manager or the Village Manager's designee, a written request to arbitrate. It is acknowledged that the Union has the right to exercise its discretion to determine whether to appeal an employee's grievance to arbitration. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

If the parties fail to agree upon an arbitrator within fifteen (15) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) proposed arbitrators, all of whom have been members of the National Academy of Arbitrators for at least five (5) years prior to the date of the request, and to those either residing within a 250 mile radius of the Village or, if residing more distant from the Village, will not charge the parties for the cost of travel and accommodations to hear the grievance at the Village. The parties may each strike one (1) panel. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The determination of which party strikes first shall be determined by a coin toss.

Section 5.4. Arbitrator's Authority. The arbitrator shall not have the power to amend, ignore, delete, add to or change in any way any of the terms of this Agreement. The arbitrator shall consider and decide only the question of fact raised by the grievance as originally submitted at Step 1 concerning whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be binding upon the Village, the Union, and the employees covered by this Agreement.

Section 5.5. Time Limits. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If the grievance is not presented by the employee 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 may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties agree that issues of procedural arbitrability can be presented to an arbitrator.

The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.6. Fees and Expenses. The fee and expenses of the arbitrator, including the cost of written transcript, shall be borne equally by the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and for purchasing, if desired, its own copy of the transcript.

Section 5.7. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 6.1. No Strike. Neither the Union nor any of its officers or agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, stoppage of work, refusal to perform overtime or other work, mass absenteeism, refusal to cross a picket line, or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. As long as employees are not wearing uniforms or clothing with the Village/Fire Department seal, name or logo, nothing in this Section shall be construed to prohibit employees during nonduty hours from peacefully picketing (i.e., picketing that does not interfere with or disrupt Village operations.)

Section 6.2. Remedies for Violation. In the event that the Union should violate the terms of Section 6.1 of this Article, the Village shall retain and be entitled to enforce any and all remedies it may have and seek any relief to which it may be entitled from any employee or the Union pursuant to applicable law.

Section 6.3. No Lockout. The Village will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.4. Remedies for Village Violation. In the event that the Village should violate the terms of Section 6.3 of this Article, the Union shall retain and be entitled to enforce any and all remedies it may have and seek any relief to which it may be entitled to from any Village official or the Village pursuant to applicable law.

ARTICLE VII
LABOR-MANAGEMENT COMMITTEE

Section 7.1. Labor-Management Committee. At the request of either party, made no more frequently than once per calendar quarter, unless otherwise mutually agreed, the Chief Union Representative and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Chief Union Representative may invite other bargaining unit members (not to exceed three) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed three) 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. An employee scheduled to work will notify the Fire Chief prior to his/her 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, with the understanding that the employee will nevertheless be subject to call. Nothing contained in this Article shall be deemed to entitle an employee attending said meeting outside the employee's regular hours of work to any form of compensation for time spent at the meeting.

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

ARTICLE VIII

SENIORITY, LAYOFFS AND RECALLS

Section 8.1. Seniority. Seniority for the purpose of this Agreement shall be defined as an employee's length of service as a sworn employee in the Fire Department of the Village. Conflicts in seniority shall be determined on the basis of order of the employees on the Village of Wilmette Board of Fire and Police Commissioners' hiring list, with the employee higher on the list being more senior.

Section 8.2. Probationary Periods. Newly hired Firefighter and Firefighter/Paramedics shall serve a probationary period of twelve (12) months which begins on the employee's first twenty-four (24) hour shift following completion of the Basic Operations Firefighter Academy (or its equivalent). The probationary period for a Firefighter/Paramedic may be extended, in the sole discretion of the Fire Chief, for up to three (3) additional months. During the probationary period, Firefighter and Firefighter/Paramedics may be laid off or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the layoff or termination of a probationary Firefighter and Firefighter/Paramedics.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority that shall be retroactive to his/her last date of hire with the Village in a position covered by this Agreement.

Promoted Lieutenant/Paramedics shall serve a probationary period of twelve (12) months which begins on the day of their appointment. During the probationary period, a Lieutenant/Paramedic may be demoted at the sole discretion of the Village. A demoted Lieutenant/Paramedic shall be reinstated as a Firefighter/Paramedic at the same level of seniority as if that Lieutenant/Paramedic was never promoted. The shift assignment shall be made at the sole discretion of the Fire Chief. No grievance shall be presented or entertained in connection with the demotion of a probationary Lieutenant/Paramedic.¹

Section 8.3. Layoffs. The order in which employees are laid off shall be governed by 65 ILCS 5/10-2.1-18.

Section 8.4. Recall List. Non-probationary employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Union. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed

¹ For purposes of clarification, this provision shall only apply to those Lieutenants that were promoted after the execution date of this Agreement.

from the recall list. If an employee is recalled to the employee's former job and requires additional training, the Village shall provide that training at the Village's expense.

Section 8.5. 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 for any earned but unused vacation days (including holiday hours and compensatory time) accrued as of the effective date of layoff.
- (b) An employee shall have the right to maintain insurance coverage as set out in the federal COBRA law and the regulations promulgated thereunder.
- (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.
- (d) Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

(1) If the number of lieutenant positions is reduced, any affected lieutenants shall be returned to their prior rank. For this section seniority shall be determined from lieutenant's date of promotion from firefighter or firefighter/paramedic to lieutenant or lieutenant/paramedic.

Section 8.6. Posting of Seniority List. On or before January 1 of each year, the Village will post a seniority list setting forth each employee's seniority date. In addition, the Village will send a copy of the list to the Union. Unless the Village is advised in writing of any alleged error in the list within thirty (30) calendar days after the list is posted, the list shall be deemed binding on the Union and all employees covered by this Agreement.

Section 8.7. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged and the discharge is not reversed;
- (c) retires;
- (d) is laid off for a period in excess of three (3) years;
- (e) 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

- (f) is laid off and fails to notify the Fire Chief or designee of his/her intention to return to work within ten (10) calendar days after receiving notice of recall or fails to return to work on the established date for the employee's return to work.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 9.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 9.2. Normal Work Day. The normal work day and work period for employees assigned to 24 hour shifts shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). A work reduction day (i.e., what would otherwise be a 24 hour duty day) shall be scheduled off every eighteen (18) duty days. Twenty-four hour shifts shall start and end no earlier than 8:00 a.m.

Notwithstanding the foregoing, an employee may be temporarily assigned to an eight (8) hour per day, forty (40) hour per week schedule for the purposes of schooling or light duty, provided that the right to make such temporary assignments shall not be arbitrarily exercised.

Section 9.3. Normal Work Cycle. The normal work cycle for employees assigned to 24-hour shifts shall be 27 days. For FLSA purposes, each employee's work cycle shall be established so that the employee's work reduction day (i.e., every 18th shift) starts at 8 p.m. on the shift of the 27th day of his work cycle and ends at 8 p.m. on the first day of the succeeding work cycle.

The normal work cycle for employees temporarily assigned to 8-hour work days and forty (40) hour work weeks shall be seven (7) days.

Section 9.4. Hourly Rate of Pay. The hourly rate of pay for the term of this Agreement will be computed by dividing the employee's annual base salary, plus, if applicable, longevity pay and/or Advanced Technician Firefighter certification pay, by 2,600 hours.

Section 9.5. Overtime Pay. Whenever employees are assigned to work outside their regularly scheduled hours of work for any reason, including but not limited to a holdover due to an emergency response that continues after the end of the employee's shift, a shortage of manpower, required medical lectures, and/or training, they shall be compensated at one and one half times their regular hourly rate of pay. Overtime shall be rounded to the nearest quarter of an hour and paid in 15 minute increments

Section 9.6. Assignment of Non-Emergency Duties. The assignment of shift employees to non-emergency duties and responsibilities shall commence at 0800 hours and shall not normally extend beyond 1700 hours.

The hours beyond which non-emergency duties do not normally extend may be extended to perform work related to public education/public relations/customer service (e.g., station tours, parades, fireworks, children's fairs, etc.). When hours are extended for this purpose workday hours will be reduced on an hour for hour basis.

Notwithstanding the foregoing, employees may be scheduled for a reasonable number of drills outside of normal hours for the performance of non-emergency duties and responsibilities. When hours are extended for this purpose workday hours will be reduced on an hour for hour basis.

If, in the event an employee does not need departmental minimum training hours, the employee shall be required to make-up the required hours during normal workday hours (if available) or after normal workday hours. The employee shall be given a reasonable amount of time to make up the required training.

Section 9.7. Breaks and Meal Periods. Subject to emergency calls, during the first nine (9) hours of the shift 24-hour shift employees shall have one morning break and one afternoon break, and one lunch period of one hour.

The workday will be from 0800-1700 hours Monday through Saturday. After 1700 hours the workday will end and all members will be allowed to work on personal projects, study, and be available at all times to answer emergency calls.

Sunday and Holiday work hours shall be from 0800 until 1000 hours for shift meetings, training, vehicle maintenance, and station maintenance. The workday will end at 1000 hours and members will be allowed to work on personal projects, study and complete the department fitness training program while being available at all times to answer emergency calls.

Section 9.8. Overtime Assignments. For overtime assignment purposes, there shall be a "Long List" for 24 hour overtime assignments and a "Short List" for overtime assignments of less than 24 hours. These lists will be kept current by the Union membership and posted on the bulletin board at Station 26. The procedure for filling overtime assignments ("filling procedure") has been agreed upon by the Union and Village and is posted along with the Long and Short Lists. The current, agreed upon, filling procedure is titled Overtime Guidelines/Process – 2nd Edition and dated 3/15/2023. If the Village determines it is necessary to hire back any bargaining unit employees, the Battalion Chief or designee will notify the most senior Union member working at Station 26 and the position will be filled according to the procedure. If a hire back situation arises during a shift, the Village has the right to hire back whoever is immediately available for the first two (2) hours, during which time the standard overtime process will be followed. The Village shall not be obligated to any employee who the Battalion Chief or designee is unable to contact. The Village retains the right to hire back additional employees after all employees on the appropriate list have been attempted to be notified. Nothing herein shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run). In addition, the Village retains the right to offer specific overtime assignments to employees based on their specialized qualifications to do the specific overtime work in question (e.g., public education), provided that this right shall not be arbitrarily exercised.

Employees accepting the overtime assignment will be moved to the bottom of the appropriate list in accordance with the filling procedure. If no employee(s) accepts the overtime, the eligible member who is on top of the rotating force-back list and who is/are on duty

must accept the overtime. That employee(s) shall then move to the top of the overtime list and the bottom of the rotating force-back list.

If any employee establishes that he/she has not received his/her appropriate share of overtime opportunities, as the remedy, the employee shall have first preference to future assignments until the situation is corrected.

Section 9.9. Duty Day Trade. Requests for trading of regular workdays, FLSA days or hours, shall be submitted through the approved electronic scheduling system for review by the Battalion Chief or his designee. The request shall state details of time, date of trade, and a payback date. All twenty-four (24) hour duty day trades shall have a scheduled payback date within 365 days of the original trade day. Duty day trades may be rescheduled if within the 365-day period. All submitted requests shall be approved/denied by the Battalion Chief or his designee. The Battalion Chief or his designee shall approve/deny any trade within one assigned shift day following the date that the request is submitted. No request under this section shall be unreasonably denied. There shall be no limit on the number of trades for non-probationary employees. Probationary firefighters shall be restricted from duty trades (excluding FLSA days shared within the same cycle) for the first six (6) months of their probationary period, (as defined in Section 8.2) unless authorized by the Fire Chief. Failure to pay back a trade shall result in no liability to the Village and any such failure shall not be subject to the Grievance and Arbitration Procedure. An employee who is ill or injured on the day the employee is supposed to work a payback or exchange of a duty day trade with another employee may use sick leave on that payback or exchange date.

Lieutenant/Paramedics, and Firefighter/Paramedics who are on the current and effective Fire Lieutenant Promotional Eligibility List established by the Wilmette Board of Fire and Police Commission, may request trading of regular workdays. At no time shall a trade create a schedule with more than three (3) sworn officers to be scheduled on duty or less than two (2) sworn officers to be scheduled on duty. Firefighter/Paramedics shall not be guaranteed an acting officer position when trading with a Lieutenant/Paramedic, even if the Firefighter/Paramedic is the only scheduled Firefighter/Paramedic on the current and effective Fire Lieutenant Promotional Eligibility List established by the Wilmette Board of Fire and Police Commission. Duty trade scheduling shall be established by the Battalion Chief or his designee.

Section 9.10. Call Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's scheduled working hours and involves the employee returning to work after the employee has worked a shift. A call-back shall be compensated at one and one-half (1 ½) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two (2) hour minimum. This Section shall not be applicable to pre-scheduled overtime. In order to receive the minimum guarantee of two (2) hours, the employee must report within sixty (60) minutes from the time of the recall.

Section 9.11. Compensatory Time. During each calendar year, an employee shall have the option of accruing up to a maximum of eighty (80) hours of compensatory time at any one time in lieu of overtime pay. Compensatory time shall be scheduled by mutual agreement as long as it will not result in overtime. With prior approval, an employee may take compensatory time in segments of one (1) hour or more rather than a full shift if it will not result in overtime.

Compensatory time not used as of the end of the calendar year must, at that time, be either (a) paid out, in whole or in part as the employee may designate, at the employee's regular hourly rate; or, (b) carried over into the next year in whole or in such part as the employee may designate.

Section 9.12. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE X
WAGES AND OTHER ECONOMIC BENEFITS

Section 10.1. Salaries.

Employees shall continue, as applicable, in the following pay classifications in accordance with the Salary Index set forth in Appendix A to this agreement:

Classification

Firefighter

Firefighter/Paramedic

Emergency Vehicle Coordinator

Lieutenant/Paramedic

Lieutenant/Paramedics shall be delineated into two (2) classifications for the term of this agreement as follows:

Lieutenant/Paramedic Classification

Promoted prior to August 18, 2023

Promoted after August 17, 2023

In addition, pursuant to the provisions of Section 7(g) of the FLSA, when the Emergency Vehicle Coordinator is working overtime as a Firefighter/Paramedic (including training) and not performing the duties of the Emergency Vehicle Coordinator, his overtime rate shall be based on the applicable hourly rate for the Firefighter/Paramedic classification rather than the applicable hourly rate for the Emergency Vehicle Coordinator classification.

Annual salary adjustments for employees, excluding Lieutenant/Paramedics promoted prior to August 18, 2023 shall be as follows:

Effective January 1, 2023:	2.75%
Effective January 1, 2024:	2.50%
Effective January 1, 2025:	2.50%

Annual salary adjustments for Lieutenant/Paramedics promoted prior to August 18, 2023 shall be as follows:

Effective January 1, 2023:	1.50%
Effective January 1, 2024:	1.25%
Effective January 1, 2025:	1.20%

The salary schedule incorporating the foregoing salary increases is attached as Appendix A.

Section 10.2. Longevity Pay. Employees who have completed 5.5, 10, 15, and 20 years of continued service with the Village will earn a longevity step increase of 3.50%, 2.10%, 2.10%, and 2.10%, respectively. The longevity step increases will become effective on the employee's employment anniversary date. In the event an employee quits and is rehired after a

break in employment of longer than six (6) months, the employee's anniversary date, for purposes of eligibility for this benefit, will be the start of the most recent employment date.

Section 10.3. Advanced Technician Firefighter Certification Stipend. Upon certification as an Advanced Technician Firefighter, an employee shall receive an annual stipend of \$2,130 effective January 1, 2023 (pro rata if possessed for less than a year) that will be added to the employee's base salary and paid as part of the employee's regular paycheck. Effective January 1, 2024, the annual stipend shall be increased by the same percentage as the across-the-board salary increase for 2024 (\$2,183 in 2024), pro rata if possessed for less than a year. Effective January 1, 2025, the annual stipend shall be increased by the same percentage as the across-the-board salary increase for 2025 (\$2,237 in 2025). Absent unusual circumstances that occur after execution of the parties' 2005-2007 Agreement, it is the intent of the parties that future adjustments to the Advanced Firefighter Technician stipend will be based on the percentage adjustment to base salaries. If there are such unusual circumstances, either party may propose adjustments to the Advanced Technician Firefighter stipend that are not predicated solely on the percentage adjustment to base salaries.

In recognition of a pay grade adjustment made to the Lieutenant/Paramedic wage scale in 2006, Lieutenant/Paramedics shall not be eligible for the Advanced Technician Firefighter Stipend.

To be eligible to continue to receive this annual stipend, the employee must complete and pass at least 240 hours of training approved by the Fire Chief or designee per calendar year, commencing with the first calendar year after initially becoming eligible to receive said stipend. An employee who is unable to complete the required hours of training because of an on-the-job injury shall nevertheless remain eligible to receive said stipend.

If, during the term of this Agreement, the Office of the Illinois State Fire Marshal issues new rules, regulations or certification standards that supersede or replace the current Advanced Firefighter Technician certification standards, then either the Village or the Union may, upon written notice to the other, reopen the provisions of this Section 10.3 only and, upon such notice being given, the representatives of the parties shall meet for the purpose of negotiating with respect to the provisions of this Section. All provisions of this Agreement shall remain in full force and effect during such reopening. It is expressly understood that in the event of a reopening, neither party shall have the right to submit any issue arising thereunder to the grievance procedure. It is also expressly understood that the provisions of Article VI (No Strike - No Lockout) shall continue in full force and effect in the event of a reopening. Should the parties be unable to reach voluntary agreement on the provisions of this Section after a reopening, then such impasse shall be resolved in accordance with the procedure set forth in Appendix B of this Agreement. The provisions of this Section shall not be reopened more than once during the term of this Agreement.

Section 10.4. Tuition Reimbursement. The Village recognizes the benefit to the employee and the Village in the employee pursuing continued education. Therefore, the Village has established a tuition reimbursement policy to encourage continued education.

Approval of any tuition reimbursement request is conditioned upon the availability of funds in the appropriate department budget and the authorization of the Village Manager. The

minimum amount of funds which the Village shall appropriate for purposes of tuition reimbursement each fiscal year shall be \$15,000. The Village may appropriate more funds for tuition reimbursement than this minimum, but the decision to do so shall rest in the sole and exclusive discretion of the Village.

(a) Eligibility

- i. Employees must have completed their probationary period.
- ii. Employees should seek to exhaust all other sources of assistance (veteran's benefits, scholarships, and grants), with the exception of student loans. The Village's share shall not exceed the difference between a tuition bill and the amount of coverage from all other sources and will be limited to no more than \$5,000.00 in a fiscal year per employee.

(b) Institutions

Employee may be required to furnish information about the accreditation of the particular educational institution. For profit and/or online-only institutions are not eligible for tuition reimbursement, unless accredited by the North Central Association of Secondary Colleges and Schools.

(c) Eligible Courses

- i. The program is available for high school, college, vocational or degree programs that are job-related.
- ii. Courses are to be taken on employee's own time, unless otherwise approved by the Department Head and Village Manager.
- iii. The number of courses in which an employee can enroll in a given semester or quarter shall be reviewed during the approval process and shall in no way interfere with the employee's job duties and responsibilities.

(d) Eligible Expenses

- i. If the initial tuition reimbursement request is approved, the Village will pay, upon enrollment, the equivalent of 50% of the cost of tuition for a similar course offered at a state university, plus books and laboratory fees upon enrollment.
- ii. Upon successful completion of a course (grade of "C" or better, or the equivalent), the employee will receive 50% of the total cost of a course as determined above.

- iii. If the employee does not successfully complete the course, the employee will be required to pay back to the Village the entire amount of the initial tuition reimbursement request made to the employee.

(e) Obligation Period

If an employee voluntarily leaves the Village within three years of completing a reimbursed course, a percentage amount of reimbursed expenses will be due the Village according to the following schedule:

0 - 12 months	100%
13 - 18 months	75%
19 - 24 months	50%
25 - 36 months	25%

(f) Procedure for Approval of Tuition Reimbursement Request

- i. Requests for tuition reimbursement must be made, in writing, at least thirty (30) days before the course begins.
- ii. After a course has been completed, the employee must complete a "Request for Final Tuition Reimbursement" form.
- iii. The approval of the Department Head and Village Manager, or designee is necessary.

Section 10.5. Acting Officer's Pay. Any time a member of the Union is requested to act in place of a sworn Lieutenant, the member shall be compensated at their regular rate of pay plus a pay differential, provided in the table below, on an hour for hour basis . If a member of the Union shares the duty of acting in the place of a sworn Lieutenant during the same 24-hour shift, then the acting officer's pay benefit described in the Section shall be pro-rated by the number of hours worked by each employee as an acting Lieutenant, provided that the pro rata amount shall not be less than one hour of pay at time and one-half.

In order to act as a Lieutenant the Firefighter/Paramedic must:

Be on the current promotional list, or;

Have ten (10) years of service or more on the Wilmette Fire Department, or:

Have five (5) years of service or more on the Wilmette Fire Department and one (1) of the following:

Has scored a 70% or greater on the most recent written test for Lieutenant,

Holds Fire Officer I (provisional) or Company Fire Officer Illinois OSFM Certification,

Holds an Associate of Science Degree in Fire Science.

The member on the Lieutenants' Promotional List shall have first priority to act in the place of a sworn Lieutenant except as noted in Section 9.9.

In order to act as a Battalion Chief the Lieutenant/Paramedic must:

Have successfully completed the probationary period for Lieutenant/Paramedics,

Hold Illinois OSFM Incident Safety Officer Certification.

For Firefighter/Paramedics acting in the place of a Lieutenant/Paramedic, the hourly wage differential will be as follows:

Effective January 1, 2023: \$5.85/ hour
Effective January 1, 2024: \$6.00/ hour
Effective January 1, 2025: \$6.15/ hour

The Firefighter/Paramedics acting in the place of a Lieutenant/Paramedic and the Paramedic Preceptor pay differentials are calculated by Firefighter/Paramedic at longevity D (including the Advanced Firefighter stipend) compared to Lieutenant/Paramedic at Longevity C.

For Lieutenant/Paramedic acting in the place of a Battalion Chief, the hourly wage differential will be as follows:

Effective January 1, 2023: \$6.56/ hour
Effective January 1, 2024: \$6.75/ hour
Effective January 1, 2025: \$6.89/ hour

The Lieutenant/Paramedic acting in the place of a Battalion Chief pay differential is calculated by Lieutenant/Paramedic at Longevity D compared to average Battalion Chief rate.

Section 10.6. Preceptor Pay. Any time a Firefighter/Paramedic must perform the duties of Paramedic Preceptor, the Firefighter/Paramedic shall be compensated at their regular rate of pay plus a pay differential, provided in the table below, on an hour for hour basis. In order to perform as a Preceptor, the Firefighter/Paramedic must have a minimum of three (3) years as a Wilmette Fire Department Paramedic.

For Preceptor Pay, the hourly wage differential will be as follows:

Effective January 1, 2023: \$5.85/ hour
Effective January 1, 2024: \$6.00/ hour
Effective January 1, 2025: \$6.15/ hour

Section 10.7. Supplemental Retirement Program. If an employee has at least 600 hours of unused sick leave and has an approved pension from the Village of Wilmette Fire Pension Fund, the Village shall pay on a pretax basis on the employee's behalf into a Medical Savings Account an amount based on the following schedule:

<u>Years of Village Service</u>	<u>Number of Hours Paid</u>
20	45% of unused hours up to max. of 1,150 hours
25	50% of unused hours up to max. of 1,400 hours
30	60% of unused hours up to max. of 1,400 hours

For the purposes of this Section only, the employee's straight time hourly rate of pay shall be computed by dividing the employee's base annual salary (including longevity pay and Advanced Technician Firefighter Certification Stipend) immediately prior to the date of the employee's retirement by 2,080.

Example: If an employee has 20 years of service and 1,250 hours of unused sick leave as of the date of a retirement, the Village shall pay into the Village's Medical Savings Account on the employee's behalf an amount based of 45% of 1,150 unused sick leave hours, i.e., 517.5 hours of pay at the employee's straight time hourly rate of pay computed as provided above immediately prior to the date of retirement.

The amount so deposited shall be available for the purposes specified in the Village's Medical Savings Account plan documents, including but not necessarily limited to payment for continued coverage under the Village's group hospitalization and medical insurance program and for unreimbursed medical expenses approved by the IRS for a Medical Savings Account. The Medical Savings Account plan document shall provide that if there is any amount remaining in an individual's account at time of death, the remaining amount shall be made available for the same uses by the employee's designated beneficiary.

The foregoing sick leave buyback provision shall be the sole post-retirement health benefit for employees covered by this Agreement. Nothing in this paragraph is intended to affect the statutory right of employees to maintain continued coverage under the Village's group hospitalization and medical insurance program during retirement in accordance with the statutory provisions governing same or the use of Foreign Fire Tax monies as determined by the Foreign Fire Tax Board.

Section 10.8. Advanced Retirement Notice. The Village, in its discretion, may provide an incentive for bargaining unit members providing advanced retirement notice. If such discretion is exercised by the village, a \$3,000 payment, minus all required deductions, of the Advanced Retirement Incentive shall be made within 30 days after the employee's last day of employment if the following conditions are met. In order for a bargaining unit member to be eligible to receive the Advanced Retirement Incentive, a bargaining unit member must submit a letter notifying the Fire Chief indicating their date, which shall include a day, month and year, of retirement in the timeframe as follows:

- 1) For members providing retirement notice in 2023, the retirement date must be a minimum of six (6) months from the date of the retirement letter.

- a. Example: if the Village receives a letter on January 1, 2023, the retirement date must be after July 1, 2023.
- 2) For members providing retirement notice in 2024 or after, the retirement date must be a minimum of one (1) year from the date of the retirement letter.
 - a. Example: if the Village receives a letter on January 1, 2024, the retirement date must be on or after January 1, 2025.

Bargaining unit members not retiring on the date on their original letter, unless authorized by the Fire Chief or their designee, or bargaining unit members withdrawing their advanced notice, are not eligible for the incentive nor for any future incentive.

Section 10.9- Retroactivity. The salary adjustments contained in this Section 10 shall be fully retroactive for all employees still on the payroll as of the date of the execution of the Agreement by both parties, as well as for employees who voluntarily resigned from the Department with more than two (2) years of continuous service or retired pursuant to the Downstate Fire Pension Plan on or after January 1, 2023 and prior to the date of the execution of the Agreement by both parties.. All overtime hours paid during the period of retroactivity shall be recalculated based on this Section. The hourly rate of pay used for retroactivity calculations will be as set forth in Section 9.4 (Hourly Rate of Pay).

ARTICLE XI **INSURANCE**

Section 11.1. Coverage. The Village of Wilmette's Health, Flexible Benefit, Life Insurance, and available Dental Insurance coverage and benefits in effect on the effective date of this Agreement shall be continued; provided the Village retains the right to change insurance carriers, third party administrator, or to self-insure as it deems appropriate, so long as the new coverage and new benefits are substantially the same as those that were in effect under the applicable policy prior to such a change. The Village will maintain the existing practice of making the same health insurance provider and plans available to both managerial and non-managerial employees. Employees may make changes to their coverage during the open enrollment period established by the Village.

The flexible benefit plan allowance shall be \$60 per month.

Section 11.2. 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 basic level of benefits and coverage are not reduced except for failure to comply with established 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 11.3. Terms of Insurance Policies to Govern. The extent of coverage and benefits under any insurance policy or benefit plan referenced in this Article (including HMO and self-insured plans) shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it (they) may have to the Village or any employee covered by this Agreement, or that employee's dependent or beneficiary. Nothing herein shall be interpreted to waive any right any covered person may otherwise have to seek legal redress from the insurance carrier(s) and/or plan administrator(s) for denial of coverage and/or benefits under said plan.

Section 11.4. Health Insurance Co-payment Levels, Deductible Levels, and Employer/Employee Premium Payments. The Village will pay 95% of the cost of the premiums for hospitalization and medical insurance for employees who opt for single coverage and such employees shall pay the remaining 5%. Employees who opt for family coverage will pay 20% of the difference between the premium for family hospitalization and medical insurance coverage and the premium for single coverage. Changes in co-payment levels, deductible levels, premiums, coverage or other benefit changes made by an insurer through whom the Village provides coverage shall not be deemed to be a breach of this Agreement by the Village.

ARTICLE XII **VACATIONS**

Section 12.1. Vacation Eligibility. Employees earn vacation days according to the following schedule:

<u>Completed Years of Service</u>	<u>Vacation Days Earned</u>
1 yr. thru 4 yrs.	5 24-hour shifts
5 yrs.	5.5 24-hour shifts
6 yrs.	6 24-hour shifts
7 yrs.	6.5 24-hour shifts
8 yrs.	7 24-hour shifts
9 yrs.	7.5 24-hour shifts
10 yrs.	8 24-hour shifts
11 yrs.	8.5 24-hour shifts
12 yrs.	9 24-hour shifts
13 yrs.	9.5 24-hour shifts
14 yrs.	10 24-hour shifts
15 yrs. thru 21 yrs.	10.5 24-hour shifts
22 yrs.	11 24-hour shifts
23 yrs.	11.5 24-hour shifts
24 yrs.	12 24-hour shifts
25 yrs.	12.5 24-hour shifts

Employees may only accumulate up to a maximum of twice the employee's annual leave rate. In the event an employee reaches the maximum amount of earned vacation, the employee shall be required to schedule vacation until such time as the balance is below the maximum permissible amount by the end of that specific calendar year or within three (3) months of reaching the maximum, whichever is sooner. A new employee must work six (6) months of continuous full-time employment in order to be eligible to use earned vacation, unless otherwise approved by the Fire Chief.

An employee who is on vacation leave shall not be eligible to use sick leave until the vacation leave has concluded.

Section 12.2. Scheduling. Shift employees covered by this Agreement shall remain in their current assigned FLSA cycle. If the supervisory shift staffing changes, supervisors will participate in the vacation selection process in accordance with the established rules. Vacation selection by shift shall begin no later than November 1 each year and shall be completed by December 1. All vacation days shall be considered to be 24 hours in duration and employees on each shift may select vacation time off on any available duty day. For each of the first three selections, employees may select as many days consecutively as desired based on their total allotted time for that year. After each selection the list is passed to the next employee by seniority, until all selections are completed. On the fourth vacation selection employees may select any time that is available to them. A vacation pick will be considered consecutive if an FLSA day is used in conjunction with any pick. A maximum of two (2) shift employees may pick vacation days on any given day where there is an employee scheduled off for an FLSA day.

Three (3) shift employees may select vacation time off where there is no employee scheduled off on an FLSA day. During initial vacation selections, no more than one (1) shift officer may select a vacation day on the same day as another shift officer. After the fourth round of vacation selections has concluded, any vacation days that are banked may be used at times when there is space available on the vacation list as a floater as long as it will not cause overtime, at the approval of the Battalion Chief or their designee. The Battalion Chief or their designee shall approve or deny such requests on the duty day that the request is submitted, and such approval shall not be unreasonably denied.

In the event that a shift employee wishes to cancel an already selected vacation day(s) where all three (3) vacation slots are full, said employee must obtain unanimous agreement, barring extenuating circumstances, from all shift members via email to withdraw that selection. Once said employee has obtained unanimous approval, all employees of that shift shall be made aware of the open vacation day(s) via firehouse messaging system. The day(s) will be considered open only if another selection will not cause overtime. Employees who are interested in filling the vacated day(s) will have twenty-four (24) hours from the receipt of the message to respond. If more than one (1) shift employee is interested in selecting the open day(s) within the twenty-four (24) hour period, the vacation day(s) will be filled by lottery and the drawing will take place with one (1) shift officer and at least two (2) shift members present. If no employee expresses interest within the twenty-four (24) hour period, the open day will be filled on a first-come basis.

Section 12.3. Vacation Pay upon Termination. Upon termination of employment, employees shall be paid on a pro rata basis for any vacation time earned in the year of termination that remains unused, as well as for any carried over vacation and compensatory time that remains unused at the time of termination, based on the actual current accrual of any such earned time that has not been used as of the date of termination.

ARTICLE XIII

HOLIDAYS

Section 13.1. Holidays. In lieu of holidays, employees shall earn a total of 120 hours, earned at a rate of five (5) hours per pay period, of holiday time off as of January 1 of each year, which shall be scheduled in the same manner that vacation leave is scheduled. Because holiday hours may be used before they have been earned, any unearned holiday hours that have been used will be deducted on a pro rata basis from an employee's final paycheck when an employee terminates employment with the Village.

Section 13.2. Pay for Working on Specific Holidays. An employee who regularly scheduled to work on Memorial Day, July 4, Thanksgiving Day or Christmas Day shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked on said holidays. An employee who was not originally scheduled to work, but does work on Memorial Day, July 4, Thanksgiving Day or Christmas Day as a "hire back" or as an "emergency call back" shall be compensated at a rate two (2) times the employee's regular rate of pay for all hours worked on said holidays. This provision shall not apply to any other work, including but not limited to training or meetings.

For the purposes of this Section, the holiday shall be the twenty-four hour period commencing at 12:01 a.m. on the holiday.

ARTICLE XIV

LEAVES OF ABSENCE

Section 14.1. Accrued Sick Leave. All full-time employees shall be eligible to accrue paid sick leave as provided herein. The sick leave benefit shall be accrued at the rate of twelve (12) hours for each full month of service as an employee covered by this Agreement. An employee may use sick leave for absence from work due to the employee's own illness, injury or disability. An employee may only use those sick leave days that the employee has earned. All outside employment activity that is inconsistent with the purpose of the sick leave must be discontinued while on approved sick leave.

Section 14.2. Request for Sick Leave. Employees requesting sick leave must call the on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled workday. An employee's failure to inform the on-duty supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's pay. Employees will comply with reasonable reporting rules as may be established by the Fire Chief. All members of the Wilmette Fire Department shall receive six (6) sick days or 144 hours annually. Members will be allowed to use sick hours in four (4) hour blocks of time. An employee may use up to seventy-two (72) hours of sick leave annually for the illness of an immediate family member.

An employee may be required by the Village to substantiate proof of illness when there is reason to suspect sick leave abuse. When the employee is absent for three (3) consecutive shift days, the employee shall be required by the Village to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work. In order to receive pay for a sick leave day that occurs immediately before or after any regularly scheduled day off, including duty trades, the Fire Chief or his designee may require to prove substantiation of the need to use the sick leave day to the satisfaction of the Fire Chief or his designee if there is a reason so suspect sick leave abuse.

Section 14.3. Sick Leave - Miscellaneous. It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls, and/or, where appropriate, taking disciplinary action, including dismissal, subject to the contractual grievance and arbitration procedure.

Section 14.4. Family Leave. The Fire Chief, with the approval of the Village Manager, may grant an employee up to a maximum of 24 hours of paid family leave per fiscal year. For the purposes of this Section, family leave may only be used for birth of a child, adoption of a child, or a serious personal or family illness as defined in the Family Medical Leave Act (FMLA). A family member includes an employee's parent, spouse, spouse's parent, child, or any individual who is a dependent of the employee as defined by the Internal Revenue Service, that requires the presence of the employee to assist with the family member's care.

Section 14.5. Funeral Leave. In the event of a death in the immediate family, the employee will be granted one shift day (24 hours) with pay to attend the funeral. For this purpose, family shall be defined as the employee's spouse, parent, sibling, child, grandparent, grandchild, or the parent, sibling, child, grandchild and grandparent of the employee's spouse, or another dependent of the employee as defined by the Internal Revenue Service. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 14.6. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. A copy of the subpoena shall be provided to the employee's Battalion Chief immediately after it is received. An employee shall immediately notify the Fire Chief or the Chief's designee if the employee is required to report for jury duty. To receive this pay for jury duty, the employee must sign over to the Village any check received for performance of such jury duty, less any travel allowance.

Section 14.7. Family Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of the 1993 ("FMLA") and applicable rules and regulations, the Village may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulation, as long as such FMLA policies are applicable to Village employees generally.

Section 14.8. Other Leaves of Absence. Employees shall have the right to request other leaves of absence with such terms and conditions as may be specified from time to time in the Village's personnel policies that are applicable to Village employees generally.

A leave of absence will not be granted to enable an employee to try out for or accept employment elsewhere for self-employment. Any employee who engaged in employment elsewhere (including self-employment) while on any leave of absence as provided in this Article may be immediately disciplined or discharged by the Village, subject to the grievance and arbitration procedure set forth in this Agreement; provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence, so long as there is no expansion of such employment (including self-employment) or unless approved in writing by the Village Manager.

ARTICLE XV **DISCIPLINE**

Section 15.1. Just Cause Discipline. No non-probationary employee shall be disciplined, suspended, or discharged except for just cause. The Village agrees to follow the principal of progressive and corrective discipline, with the understanding, however, that the gravity or seriousness of a given incident may justify more severe disciplinary action or immediate discharge without any prior progressive and corrective discipline.

Section 15.2. Notice of Investigation. Without in any way affecting an employee's rights under Section 15.7 below ("Firemen's Disciplinary Act"), an employee whose conduct is the subject of an informal inquiry shall, if directed to, submit a written statement concerning the matter under informal inquiry and if it is reasonable to do so, be informed of the nature of the informal inquiry.

Section 15.3. Suspension Pending Investigation. Nothing herein shall be deemed to impair the Village's right or authority to suspend an employee with or without pay pending investigation, subject to the employee's applicable constitutional rights to due process of law.

Section 15.4. Right to Respond. For discipline other than an oral or written reprimand, the Village shall offer to meet with the employee involved, and with a Union representative if requested by the employee, to review the reason(s) for possible discipline and to give the employee an opportunity to respond before finalizing disciplinary action.

Section 15.5. Oral and Written Reprimands. If an oral or written reprimand is placed in an employee's personnel file, a copy shall be provided to the employee and the employee shall have the right to submit a written response within seven (7) days which, if timely submitted, shall become part of the employee's personnel file. Whether prior oral or written reprimand(s) is/are relevant in a subsequent discipline action shall be within an arbitrator's jurisdiction to decide based on such factors as relatedness and the length of time between the prior reprimand and the disciplinary action at issue before the arbitrator. Oral and written reprimands are not subject to the grievance and arbitration procedure set forth in this Agreement.

Section 15.6. Applicability of Grievance and Arbitration Procedure to Discipline. Discharge or discipline involving time off with loss of pay of non-probationary bargaining unit employees shall be subject to the grievance and arbitration procedure set forth in this Agreement. The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of both the provisions of the Illinois Municipal Code governing discipline and discharge (65 ILCS 5/10.2.1-17) and disciplinary proceedings before the Village of Wilmette Board of Fire and Police Commissioners. An arbitrator's award shall be final and binding, as stated in Section 5.4 of this Agreement, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

Section 15.7. Firemen's Disciplinary Act. The Village agrees to comply with the Firemen's Disciplinary Act, 50 ILCS 745/1 et seq., and said Act shall be incorporated herein by

reference only to the extent that it is not inconsistent with specific provisions of this Agreement, as provided in Section 6 of said Act, 50 ILCS 745/6.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 16.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Union and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 16.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally unless the context clearly provides otherwise.

Section 16.3. Eye Glass Replacement. The Village shall reimburse employees for the reasonable cost of repair or replacement of eyeglasses, contact lenses or prescription sunglasses that are destroyed or damaged in the line of duty, provided the employee has properly documented the need for such repair or replacement. Replacement of lost or stolen glasses or contacts shall be the responsibility of the employee.

Section 16.4. Light Duty. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not arbitrarily and unreasonably be denied, provided that the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the employee consents to a different work schedule, the hours of work for an employee with a light duty assignment shall be eight (8) consecutive hours (excluding an unpaid lunch period) between 7 a.m. and 7 p.m., Monday through Friday (unless the physician specifies a shorter workweek).

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on disability leave or sick leave.

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

Section 16.5. No Solicitation. Members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the Village of Wilmette for contributions or donations to the Union or to any Union-related organization without the prior written approval of the Village Manager. Neither shall members of the bargaining unit solicit said entities or persons to purchase (1) advertising in any Union or Union-related publication, or (2) associate membership in the Union or any Union-related organization without the prior written approval of the Village Manager.

Bargaining unit members may, without such permission, solicit said entities or persons for contributions or donations to the Illinois Burn Camp and other legitimate charitable causes, so long as the funds derived from such solicitation are not used to benefit the Union or any Union-related organization.

The Village name (including the words “Wilmette Fire Department”), shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation not prohibited by this Section may not be done during paid hours of work.

Section 16.6. Fitness Examinations. If there is any question concerning an employee’s fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave. If the Village determines that an employee is not fit for duty based on such examination(s), the Village may place the employee on sick leave as the circumstances may warrant.

Section 16.7. Impasse Resolution. The resolution of any bargaining impasse in negotiations for a successor agreement, or during a reopening authorized under Section 10.4 of this Agreement, shall be in accordance with the provisions of Appendix B, which is attached hereto and incorporated herein by reference.

Section 16.8. Drug and Alcohol Testing. The drug and alcohol testing policy shall be as set forth in Appendix C of this Agreement.

Section 16.9. Outside Employment. No employee shall engage in outside employment (which includes self-employment) unless the Fire Chief has approved outside employment. If an employee believes that the Fire Chief has acted arbitrarily in denying a request to engage in outside employment, in denying a request to change the nature or extent of previously approved outside employment, or in withdrawing approval to engage in outside employment, the employee may file a grievance in accordance with the provisions of this Agreement.

Section 16.10. Physical Fitness Program. A labor-management committee will be established to develop a mandatory physical fitness program for all sworn employees. This program will include individualized goals established by the committee and the individual. Subject to emergency calls employees will be given a minimum of sixty (60) minutes each workday for physical fitness between 0800-1700. No employee will be disciplined for failure to

meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals.

Section 16.11.Inoculations. The Village will pay the cost for hepatitis “B” inoculations for any employees who have not received such inoculations. In addition, the Village will pay the cost for annual verification tests for any employees who have received such inoculations, as well as any additional necessary inoculations. The Village will also provide, at its expense, such further prophylactic inoculations as determined to be necessary or appropriate by the parties or the Project Medical Director of the system that includes the Wilmette Fire Department.

Section 16.12.Uniforms. All newly hired employees shall be provided with necessary uniforms and other equipment. The Village will allot up to \$550 dollars for each employee classified as Firefighter, Firefighter/Paramedic, and Emergency Vehicle Coordinator and \$600 for employees classified as Lieutenant/Paramedic each calendar year for the purchase and reimbursement of uniform clothing as approved by the Fire Chief or the Fire Chief’s designee, provided that said allowance shall be prorated for employees who are employed less than a full calendar year. For new employees, the allowance shall be prorated by one-half (1/2) if the employee is hired after more than one-half (1/2) of the calendar year has passed. Turnout gear will be replaced on an as-needed basis by the Village at no cost to the employee and shall not be considered part of the uniform allowance provided herein. In the event of a uniform change directed by the Village or the Fire Chief, the Village shall pay for the initial issue of all uniform items that are being changed.

Section 16.13.Maintenance of EMT-P Status. In accordance with applicable Village policy, all employees hired on or after January 1, 1971, must obtain and maintain paramedic certification (EMT-P) as a condition of employment.

Section 16.14.Personnel Files. The official personnel records for members shall be kept at the Village Hall. The Fire Department shall keep a copy of all necessary personnel and medical records at the headquarters fire station. The employee, and with the employee’s written consent, a Union representative, may examine the personnel files so maintained. Such examination may be conducted upon an appointment being made with the Fire Chief. Rules of the Personnel Records Review Act shall apply.

Section 16.15.Retaining Upon Recall. If an employee is recalled from a layoff, and the Fire Chief determines that retraining is necessary, the employee shall attend such training as directed or ordered by the Fire Chief prior to returning to shift assignment.

Section 16.16.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 cease said action and inform their supervisor.

Section 16.17.Shift Assignments. Prior to making shift assignments for the following year, employees may submit a written request to the Fire Chief or designee setting their preference for a given shift, together with the reasons for making the request and any such requests shall be considered by the Fire Chief or designee. The Village, along with the Union,

shall maintain shifts as close to Department seniority, qualifications and experience. The Village shall notify transferred members of their new shift assignment and transfer day at least thirty (30) days before any such transfer is to begin. The transferred employees will maintain their selected time off or choose other available time off at the employee's option.

Section 16.18. Committees. An employee shall not be required to attend committee meetings on the employee's non-duty day, however an employee who does attend a committee meeting on a non-duty day shall be compensated for all hours worked at one and one half times the employee's regular rate of pay. The establishment of a committee and the appointment of committee members shall be determined by the Fire Chief.

Section 16.19. Specific Work Day Conditions. During the term of this Agreement, the Village will provide the following work day conditions for employees who are assigned to 24-hour shifts:

- (a) The Village will provide, and replace on an as needed basis, the following items for employees who so request: beds, linens, towels, and pillows.
- (b) Each shift up to two employees will be allowed to use a Department vehicle to shop for food at grocery stores within Village boundaries or directly contiguous thereto. Such shopping time, not to exceed ninety (90) minutes, will be scheduled by the Shift Commander and will normally be in the first two hours of the shift.
- (c) On days when assigned duties and responsibilities are completed before 17:00 hours, one employee per station may request permission to prepare dinner prior to 17:00 hours and such requests will not be unreasonably denied.
- (d) Employees will have reasonable access to Village telephones and pagers for personal reasons. The personal use of such telephones will continue to be subject to reasonable limits as determined by the Shift Commander.
- (e) During their non-assigned time, employees may engage in personal activities, including the washing and minor maintenance of their personal vehicles. Except for occasional phone calls and paper work during non-assigned time, employees shall not engage in secondary employment activities while on duty.
- (f) Fire Chief or Deputy Fire Chief may, in his discretion, approve in writing an employee's written request to borrow non-essential Fire Department equipment for his/her own personal use off premises, provided that such equipment shall not be used in any secondary employment activity.
- (g) On holidays, the non-emergency duties and responsibilities of employees shall normally be limited to between 08:00 and 10:00 hours. For the purposes of this provision, holidays shall be the actual day on which any of the following seven holidays fall: New Years Day, Memorial Day, July 4, Labor Day, Thanksgiving, the day after Thanksgiving, (which is to be treated as a holiday for the purposes of this Section only, Christmas, and Christmas Eve Day. The hours beyond which

non-emergency duties do not normally extend on said holidays may be extended to perform work related to public education/public relations (e.g., station tours, parades, fireworks, children's fairs, etc.)

All of the foregoing specific workday conditions shall be subject to such reasonable rules and regulations as the Village may from time-to-time prescribe. Moreover, none of the foregoing shall interfere with the emergency response obligations of bargaining unit employees or the normal operations of the Fire Department.

ARTICLE XVII
SAVINGS CLAUSE

Section 17.1. Savings Clause. If any provision of this Agreement, or the application of any such provision, should be rendered or declared invalid by any court or administrative action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

Section 18.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the terms of this Agreement.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment (unless otherwise specifically provided for herein).

Section 18.2. Precedence of Agreement. It is agreed by all parties that no Village ordinance rule or regulation now in effect or hereafter enacted or amended during the term of this Agreement shall supersede or change any of the terms herein unless otherwise specifically provided herein.

ARTICLE XIX
DURATION AND TERMINATION

Section 19.1. Termination in 2025. Unless otherwise specifically provided in this Agreement, this Agreement shall be effective as of the day following its execution by both parties, and shall remain in full force and effect until midnight December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least seventy (70) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date.


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

Executed this ____ day of January, 2023.


Wilmette Firefighters Union Local 5411

THE VILLAGE OF WILMETTE, ILLINOIS

By: 
Jason Weglarz, Union President

By: 
Senta Plunkett
Village President

By: _____

By: 
Michael Braiman
Village Clerk

Union Bargaining Unit Representatives

By: 

Name: KEVIN SCHUMAN

By: 

Name: Pat Harrington

By: 

Name: Thomas Cirone

By: 

Name: Tim Hewanter

By: _____

Name: _____

By: _____

Name: _____

APPENDIX A

Salary Schedules for Fiscal Years 2023-2025

SALARY SCHEDULE FOR FIREFIGHTERS

YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	LONG. "A"	LONG. "B"	LONG. "C"	LONG. "D"
	Hire Date	6 Months	1.5 Years	2.5 Years	3.5 Years	4.5 Years	5.5 Years	10 Years	15 Years	20 Years
2023	77,867	81,524	85,356	89,370	93,568	97,967	101,396	103,528	105,700	107,918
2024	79,814	83,562	87,490	91,604	95,907	100,416	103,931	106,116	108,343	110,616
2025	81,809	85,651	89,677	93,894	98,305	102,926	106,529	108,769	111,052	113,381

SALARY SCHEDULE FOR FIREFIGHTER/PARAMEDICS

YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	LONG. "A"	LONG. "B"	LONG. "C"	LONG. "D"
	Hire Date	6 Months	1.5 Years	2.5 Years	3.5 Years	4.5 Years	5.5 Years	10 Years	15 Years	20 Years
2023	83,440	87,357	91,464	95,763	100,266	104,977	108,651	110,931	113,261	115,641
2024	85,526	89,541	93,751	98,157	102,773	107,601	111,367	113,704	116,093	118,532
2025	87,664	91,780	96,095	100,611	105,342	110,291	114,151	116,547	118,995	121,495

SALARY SCHEDULE FOR EMERGENCY VEHICLE COORDINATOR

YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	LONG. "A"	LONG. "B"	LONG. "C"	LONG. "D"
	Hire Date	6 Months	1.5 Years	2.5 Years	3.5 Years	4.5 Years	5.5 Years	10 Years	15 Years	20 Years
2023	97,968	102,572	107,395	112,441	117,725	123,256	127,571	130,252	132,982	135,780
2024	100,417	105,136	110,080	115,252	120,668	126,337	130,760	133,508	136,307	139,175
2025	102,927	107,764	112,832	118,133	123,685	129,495	134,029	136,846	139,715	142,654

SALARY SCHEDULE FOR LIEUTENANT/PARAMEDICS PROMOTED AFTER AUGUST 17, 2023

YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	LONG. "A"	LONG. "B"	LONG. "C"	LONG. "D"
	Hire Date	6 Months	1.5 Years	2.5 Years	3.5 Years	4.5 Years	5.5 Years	10 Years	15 Years	20 Years
2023	97,968	102,572	107,395	112,441	117,725	123,256	127,571	130,252	132,982	135,780
2024	100,417	105,136	110,080	115,252	120,668	126,337	130,760	133,508	136,307	139,175
2025	102,927	107,764	112,832	118,133	123,685	129,495	134,029	136,846	139,715	142,654

**SALARY SCHEDULE FOR LIEUTENANT/PARAMEDICS
PROMOTED PRIOR TO AUGUST 18, 2023**

YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	LONG. “ A”	LONG. “B”	LONG. “C”	LONG. “D”
	Hire Date	6 Months	1.5 Years	2.5 Years	3.5 Years	4.5 Years	5.5 Years	10 Years	15 Years	20 Years
2023	100,443	105,166	110,111	115,284	120,702	126,372	130,794	133,547	136,346	139,213
2024	101,699	106,481	111,487	116,725	122,211	127,952	132,429	135,216	138,050	140,953
2025	102,927	107,764	112,832	118,133	123,685	129,495	134,029	136,846	139,715	142,654

Advanced Technician Firefighter Certification Stipend

2023	2024	2025
\$2,130	\$2,183	\$2,237

APPENDIX B

ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three member panel of arbitrators as provided in the Act.
2. In the absence of agreement on a neutral arbitrator, the parties agree to use the arbitrator selection procedure specified in Section 5.3 of the Collective Bargaining Agreement.
3. Not less than fourteen (14) calendar days prior to the date when the first day of the interest arbitration hearing is scheduled to commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all the issues identified as being in dispute through further collective bargaining.

APPENDIX C

DRUG TESTING POLICY

APPENDIX C ALCOHOL, CANNABIS, AND DRUG TESTING POLICY

Section 1 Statement of Policy and Definition

It is the policy of the Village of Wilmette that the public has the absolute right to expect persons employed by the Village in its Fire Department will be free from the effects of alcohol, cannabis, and drugs. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to cause undue hardship or embarrassment or to violate any established constitutional rights of the employees of the Fire Department.

“Supervisors” shall have the following meaning for this Appendix only: supervisors shall mean any Acting Lieutenants (on duty only), Lieutenants, Acting Battalion Chiefs, Battalion Chiefs, Deputy Chief, Chief regardless of the assigned shift of whether the supervisor is on duty or not.

Section 2 Prohibitions

Employees of the Fire Department shall be prohibited from:

- a. Consuming or possessing alcohol or cannabis at any time during or just prior to the beginning of their shift or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the employee of the Fire Department's personal vehicle while engaged in Village business, except as may be necessary in the performance of duty; or
- b. The illegal possession, use, sale, purchase or delivery of any controlled substance or cannabis at any time and at any place except as may be necessary in the performance of duty; or
- c. Failing to report to the employee's supervisor any known adverse side effect of medication or prescription drugs which the employee may be taking.

Section 3 Alcohol, Cannabis, and Drug Testing Permitted

a. Reasonable Suspicion Testing

Where the Village has reasonable suspicion based on personal observation or objective criteria to believe that: (a) an employee of the Fire Department is under the influence of alcohol or cannabis; or (b) has recently abused or is abusing prescribed drugs; or (c) has recently used or is using illegal drugs; or (d) when an employee is observed to be behaving in a manner causing reasonable suspicion of alcohol, cannabis, or drug use, the Village shall have the right to require the employees of the Fire Department to submit to alcohol, cannabis, and drug testing as set forth in this Agreement. Prior to the submission of any employee of the Fire Department being submitted for testing alcohol, cannabis, and drug use under this Section, at least two (2) supervisors shall have determined, in their sole discretion, that there was reasonable suspicion of alcohol, cannabis, or drug use by an employee. Nothing in this section shall be construed

as to limit the number of supervisors from making the determination that there is reasonable suspicion that an employee may be under the influence of alcohol, cannabis or drugs. The Fire Chief, Deputy Fire Chief, or Battalion Chief shall provide, within a reasonable amount of time, to the employee who is ordered to submit to any such test with a written statement of the facts upon which the reasonable suspicion was based. Refusal to submit to such testing shall be subject to discipline up to and including discharge.

Reasonable suspicion shall include objective and observable criteria. Such objective and observable criteria may include observation of the consumption, injection, ingestion, or other use of what is believed to be alcohol, cannabis, or a drug. Such objective and observable criteria may also include the observation or physical symptoms resulting from using or being under the influence of alcohol, cannabis, or a drug (e.g., the aroma of alcohol or cannabis, uncoordinated physical actions inconsistent with previously observed skill levels, and other objective observations known to occur in individuals after consuming, injecting, ingesting or using alcohol, cannabis, or a drug). A subjective opinion shall not be considered as a basis for reasonable suspicion.

Employees of the Fire Department required to submit to testing under this paragraph must proceed directly to the test site as directed by their supervisor and must be taken by a supervisor or other Village employee to report for testing to the testing site. The employee shall remain on paid administrative leave until the results of the initial test are determined.

b. Post-Incident Testing

The Village shall have the right to require an employee of the Fire Department to submit to alcohol, cannabis, and drug testing as set forth in this Agreement if an employee of the Fire Department was driving a motor vehicle on duty and was involved in a motor vehicle accident while on-duty resulting in death or personal injury to any person; or when it has been determined by either a supervisor or an on-duty police officer that there was damage to a Village vehicle, damage to another vehicle, or damage to other property at the fault or partial fault of the employee of the Fire Department in excess of \$2,500.

The Village shall also have the right to require an employee of the Fire Department to submit to alcohol, cannabis, and drug testing as set forth in this Agreement if an employee involved in an on-the-job accident or injury and after supervisor has investigated the incident. When an employee of the Fire Department is involved in an on-the-job accident or injury, a supervisor or on-duty police officer, may conduct a preliminary investigation promptly and, as part of the investigation, may perform an evaluation of the employee of the Fire Department's appearance and behavior. If it is determined that there is reasonable suspicion that an error or mistake due to alcohol, cannabis, or drug use by the employee of the Fire Department caused the accident or injury or where there is reasonable suspicion that an employee of the Fire Department's alcohol, cannabis, or drug use may have contributed to the incident, then subsection 3(a) of this Appendix shall apply and the supervisor may send such employee of the Fire Department for alcohol, cannabis, and drug testing.

Employees of the Fire Department required to submit to testing under this paragraph must proceed directly to the test site as directed by their supervisor. Employees may be taken by a supervisor or other Village employee to report for testing to the testing site.

c. Random Testing (Alcohol and Drugs only)

Employees of the Fire Department are subject to unannounced random alcohol and drug testing during the course of their employment and while on duty, contingent upon the inclusion of all sworn members of the Fire Department command in the random testing process. Under the random testing process, employees of the Fire Department and Fire Department command staff personnel shall be in the same pool for purposes of random selection from the pool, and each person in the pool will have an equal chance of being selected when a selection is conducted as provided herein.

Each person in the pool shall be assigned a permanent number, and selection of those to be tested shall be determined by a random drawing of the numbers conducted by an outside entity. There may be one (1) random drawing per month with a maximum per drawing of two (2) persons that may be selected for testing. Numbers shall be drawn in random fashion. If a person in the pool's name is drawn and that person in the pool is not on shift on the day it is drawn, that person in the pool shall report for testing upon their first shift back. Persons on vacation or other contractually recognized leave or time off who are selected in the random draw shall be returned to the pool and replacement numbers shall be drawn. If a person in the pool's name is drawn for random testing and that person in the pool has submitted to a random drug test during the preceding 365 days, that person in the pool's name shall also be returned to the pool and a replacement number shall be drawn.

Persons in the pool who are notified of their selection for testing must proceed directly to the test site. A Village vehicle may be provided for use to the person in the pool proceeding to the test site on days that the person in the pool is on shift, at a Village Fire Station, and during the testing hours offered by the testing facility. A person in the pool that is selected may also be instructed to report directly to the testing site at the beginning of their shift.

If the initial result of a test is positive, the person tested will remain at the facility until transportation is provided by the Fire Department.

Refusal by an employee of the Fire Department to submit to random drug testing or any alteration or tampering with the testing sample shall be considered just cause and that employee of the Fire Department may be subject to discipline up to and including discharge.

Section 4 Order to Submit to Testing

Within five (5) days of the date the employee of the Fire Department is ordered to reasonable suspicion or post-incident testing as authorized by this Agreement, the Village shall provide that employee of the Fire Department with a written notice setting forth some of the initial facts and inferences which form the basis of the order to test. Refusal by an employee of the Fire Department to submit to such test shall be considered just cause and that employee of the Fire

Department may be subject to discipline up to and including discharge. Submission by the employee of the Fire Department to taking the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 5 Test to Be Conducted

The Village currently uses Occupational Medicine Evanston Glenbrook Associates (OMEGA) to perform drug tests for its employees. OMEGA meets all the requirements and conditions listed below and it is the Village's intention to continue to use OMEGA for such purposes. Notwithstanding the above, the Village, in its sole discretion and without notice, may utilize any other testing facility/company that it chooses as long as the conditions listed below are met by such a facility/company.

All tests shall be conducted pursuant to the 11-panel tests conducted as shown in Section 8 below, except random tests shall not test for marijuana metabolite.

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

- a. Use only a U.S. HHS certified clinical laboratory or hospital facility which is certified by the State of Illinois to perform alcohol, cannabis, and drug testing.
- b. Ensure that said laboratory or other agent acting on behalf of the Village shall:
 1. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
 2. Collect a sufficient sample of the same bodily fluid or material from an employee of the Fire Department 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 of the Fire Department.
 3. Collect samples in such a manner as to preserve the individual employee of the Fire Department's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees of the Fire Department shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee of the Fire Department may attempt to compromise the accuracy of the testing procedure.
 4. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
 5. Cut-off levels used to determine whether a sample shall be deemed to have tested positive during the initial and confirmatory screenings shall be consistent with those generally accepted in the scientific community as scientifically and technically reliable.

Section 10 of this Appendix C sets forth the cut-off levels which are used by the Village. The Village reserves the right to adopt new or different cut-off levels due to changes in technology, however the Village shall not make any change to the cut-off levels without first providing thirty (30) days written notice to the Union of the nature of the change and the reason therefore. Nothing herein shall be deemed to preclude the Village from testing for different substances other than those listed in Section 8 of this Appendix C on a case-by-case basis, provided that the generally known and accepted cut-off levels for such substances be utilized.

6. Provide the employee of the Fire Department tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee of the Fire Department's choosing that meet the same criteria listed above for the Village's chosen testing facility/company, at the employee of the Fire Department's own expense; provided the employee of the Fire Department notifies the Village within seventy-two (72) hours of receiving the results of the test and that the employee of the Fire Department shall be deemed responsible for insuring that said clinical laboratory, hospital and persons acting on their behalf shall follow proper chain of custody procedures to insure the integrity of the sample.
- c. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed here (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the employee of the Fire Department's interests.
- d. Require that with regard to alcohol testing, for the purpose of determining whether the employee of the Fire Department is under the influence of alcohol, test results showing an alcohol concentration of .05 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (note: the foregoing standard shall not preclude the Village from attempting to show that test results between .01 and .05 demonstrate that the employee of the Fire Department was under the influence or otherwise impaired, but the Village shall bear the burden of proof in such cases).
- e. Require that with regard to cannabis testing, for the purpose of toxicology screening, test results showing a THC concentration of 100 nanograms per milliliter or more be considered positive.

Test results showing a THC concentration of 100 nanograms per milliliter or more, the Village and the Union agree to engaging OMEGA to operate as an independent Medical Review Officer (MRO). If an employee of the Fire Department test reveals the presence of THC concentration of 100 nanograms per milliliter or more, the MRO shall not assume impairment, but shall instead determine, based upon current scientific data and other

evidence if the presence of the cannabis more than likely caused impairment or the behaviors that resulted in the trigger for testing. If there is a determination by the MRO that there is a reasonable likelihood that the cannabis use caused an impairment or increased an impairment, the Fire Chief shall be notified of the results and the employee of the Fire Department may be disciplined in a manner consistent with the Agreement. The employee of the Fire Department shall comply with all requests from the MRO and failure to do so may lead to termination of the employee of the Fire Department. The MRO may review any materials or obtain the opinion of any other individual with knowledge of the potential violation in the MRO's sole discretion.

If there is a determination that by the MRO that there was no reasonable likelihood that the cannabis use caused or increased an impairment, the Fire Chief shall be notified of that determination only and the employee of the Fire Department may not be disciplined for impairment under this Agreement.

- f. Provide each employee of the Fire Department tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- g. Ensure that no employee of the Fire Department is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 6 Right to Contest

- a. If disciplinary action is not taken against any employee of the Fire Department based in whole or in part upon the results of an alcohol, cannabis or drug test, the Union or the employee of the Fire Department, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee of the Fire Department based in part upon the results of a test, then the Union or the employee of the Fire Department, with or without the Union, shall have the right to file a grievance as provided in Article V of this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Appendix C shall not be admissible in any arbitration proceeding involving the employee of the Fire Department.

An employee of the Fire Department or the Union may not file a grievance for the refusal by an employee of the Fire Department to take any alcohol, cannabis, or drug test, except that there shall be no testing for cannabis for a test ordered as a random test.

- b. When an employee of the Fire Department has been tested pursuant to the rules established herein and it has been determined that there is a positive result that may lead to discipline of the employee of the Fire Department, that employee of the Fire Department may request that

a portion of the original specimen be submitted for an independent test. The employee of the Fire Department shall be notified of the Employee's right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee of the Fire Department's expense and shall use equivalent testing and chain-of-custody process used by the Village. If such independent test yields a negative test result, the Village will consider those results in its determination of further action.

Section 7 Voluntary Request for Assistance

The Village shall take no adverse employment action against any employee of the Fire Department who, prior to being ordered to submit to reasonable suspicion testing, random testing, or prior to an occurrence that results in an employee of the Fire Department being subject to post-incident testing, voluntarily seeks treatment, counseling or other support for an alcohol, cannabis, or drug related problem, other than the Village may require reassignment of the employee of the Fire Department with pay if he is unfit for duty in his current assignment, or place the employee of the Fire Department on unpaid leave until the employee of the Fire Department is fit for duty (the employee of the Fire Department shall be allowed to use accumulated paid leave during this leave of absence). The foregoing is conditioned upon:

- a. The employee of the Fire Department agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee of the Fire Department discontinues his use of illegal drugs or abuse of alcohol or the abuse of any lawful drug;
- c. The employee of the Fire Department completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d. The employee of the Fire Department agrees to submit to random testing during hours of work during the period of "after-care."

Employees of the Fire Department who do not agree to or act in accordance with the foregoing shall be subject discipline, up to and including discharge. This Appendix shall not be construed as an obligation on the part of the Village to retain an employee of the Fire Department on active status throughout the period of rehabilitation if it is appropriately determined that the employee of the Fire Department's current use of alcohol, cannabis, or drugs prevents such individual from performing the duties of a firefighter, firefighter/paramedic, emergency vehicle coordinator, or lieutenant/paramedic or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee of the Fire Department shall be afforded the opportunity, at his or her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 8 Disciplinary Action for Confirmed Positive Test Results

- a. The Village may take any disciplinary action it deems appropriate, taking into account, the totality of circumstances, against an employee of the Fire Department that tests positive for

any alcohol, cannabis, or drug when such testing is conducted pursuant to this Agreement for reasonable suspicion or post incident.

- b. The following discipline shall be allowed for when an employee of the Fire Department tests positive for alcohol or drugs from a random test.

First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a 5 duty-day disciplinary suspension. The employee of the Fire Department must agree to the following conditions: (1) the employee of the Fire Department will be mandatorily referred to the Village's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee of the Fire Department will be required to cooperate in the treatment plan, undergo unannounced periodic alcohol, cannabis, or drug testing for a period of up to 12 months, successfully complete the prescribed treatment, remain free of alcohol, cannabis and drug use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for termination.

Second Positive. The Village may take any disciplinary action it deems appropriate, taking into account, the totality of circumstances, against an employee of the Fire Department that tests positive a second time for any alcohol, cannabis, or drug when such testing is conducted pursuant to this Agreement for any reason.

- c. Employment Status. There is no requirement on the part of the Village to keep an employee of the Fire Department on active employment status who is receiving treatment if it is determined that the employee of the Fire Department's current use of alcohol, cannabis, or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee of the Fire Department shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment for up to 90 days; but shall not be entitled to continue to accrue leave time while on either paid or unpaid leave.

Section 9 Testing for other Village Positions

The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as employees of the Fire Department prior to their date of hire, upon promotion to another position within the Department, or upon the hiring of an employee in any other position within the Village.

Section 10 Drug Testing Panels

<u>ANALYTE</u>	<u>SCREEN CUTOFF</u>	<u>CONFIRMATION CUTOFF</u>
Amphetamines	1000 ng/mL	500 ng/ml
Cocaine metabolite	300 ng/mL	150 ng/mL
Marijuana metabolite ²	100ng/mL	100ng/mL
Opiates	300 ng/mL	300 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Methadone	300 ng/mL	200 ng/mL
Methaqualone	300 ng/mL	200 ng/mL
Propoxyphene	300 ng/mL	200 ng/mL
Oxycodones (oxymorphone & oxycodone)	100 ng/mL	100 ng/mL

2 The Parties agree that if Omega (or the Village's current third-party drug testing administrator at the time) alters the Marijuana metabolite Screen Cutoff or the Confirmation Cutoff amounts, that those new cutoff amounts shall be incorporated directly into this Agreement as if set forth herein.