

Agreement
Between
The Village of Wilmette, Illinois
And
Service Employees International Union Local 73
(Firefighters Unit)
January 1, 2017 - December 31, 2019

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. Fair Share	5
Section 4.3. Indemnification	6
Section 4.4. Bulletin Board	6
Section 4.5. Union Stewards	6
Section 4.6. Access to Premises	6
Section 4.7. Union Use of Village Facilities	6
Section 4.8. 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

Table of Contents
(continued)

		<u>Page</u>
Section 6.3.	No Lockout.....	10
Section 6.4.	Remedies for Village Violation.....	10
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	12
Section 8.6.	Posting of Seniority List.....	13
Section 8.7.	Termination of Seniority	13
ARTICLE IX	HOURS OF WORK AND OVERTIME	14
Section 9.1.	Application of Article.....	14
Section 9.2.	Normal Work Day	14
Section 9.3.	Normal Work Cycle	14
Section 9.4.	Hourly Rate of Pay	14
Section 9.5.	Overtime Pay	14
Section 9.6.	Assignment of Non-Emergency Duties.....	14
Section 9.7.	Breaks and Meal Periods	15
Section 9.8.	Overtime Assignments	15
Section 9.9.	Duty Day Trade	16
Section 9.10.	Call Back Pay	16
Section 9.11.	Compensatory Time	16
Section 9.12.	No Pyramiding	16
ARTICLE X	WAGES AND OTHER ECONOMIC BENEFITS	17
Section 10.1.	Salaries.	17
Section 10.2.	Longevity Pay.....	17
Section 10.3.	Advanced Technician Firefighter Certification Stipend	17
Section 10.4.	Tuition Reimbursement.....	18
Section 10.5.	Serving in Acting Capacity	20
Section 10.6.	Preceptor Pay.....	20
Section 10.7.	Supplemental Retirement Program	20

Table of Contents
(continued)

	<u>Page</u>
ARTICLE XI INSURANCE	22
Section 11.1. Coverage.....	22
Section 11.2. Cost Containment.....	22
Section 11.3. Terms of Insurance Policies to Govern	22
Section 11.4. Health Insurance Co-payment Levels, Deductible Levels, and Employer/Employee Premium Payments.....	22
ARTICLE XII VACATIONS	23
Section 12.1. Vacation Eligibility	23
Section 12.2. Scheduling	23
Section 12.3. Vacation Pay upon Termination.....	24
ARTICLE XIII HOLIDAYS.....	25
Section 13.1. Holidays.....	25
Section 13.2. Pay for Working on Specific Holidays.....	25
ARTICLE XIV LEAVES OF ABSENCE.....	26
Section 14.1. Accrued Sick Leave.....	26
Section 14.2. Request for Sick Leave.....	26
Section 14.3. Sick Leave - Miscellaneous.....	26
Section 14.4. Emergency Leave	26
Section 14.5. Funeral Leave	27
Section 14.6. Jury Duty	27
Section 14.7. Family Medical Leave Act.	27
Section 14.8. Other Leaves of Absence	27
ARTICLE XV DISCIPLINE	28
Section 15.1. Just Cause Discipline.....	28
Section 15.2. Notice of Investigation	28
Section 15.3. Suspension Pending Investigation.....	28
Section 15.4. Right to Respond	28
Section 15.5. Oral and Written Reprimands.....	28
Section 15.6. Applicability of Grievance and Arbitration Procedure to Discipline	28
Section 15.7. Firemen's Disciplinary Act	28
ARTICLE XVI MISCELLANEOUS PROVISIONS	30
Section 16.1. Ratification and Amendment.....	30
Section 16.2. Gender	30
Section 16.3. Eye Glass Replacement	30

Table of Contents
(continued)

	<u>Page</u>
Section 16.4. Light Duty	30
Section 16.5. No Solicitation.....	31
Section 16.6. Fitness Examinations.....	31
Section 16.7. Impasse Resolution.....	31
Section 16.8. Drug and Alcohol Testing	31
Section 16.9. Outside Employment.....	31
Section 16.10. Physical Fitness Program	31
Section 16.11. Inoculations	32
Section 16.12. Uniforms.....	32
Section 16.13. Maintenance of EMT-P Status	32
Section 16.14. Personnel Files	32
Section 16.15. Retraining Upon Recall	32
Section 16.16. Safety and Unsafe Conditions	32
Section 16.17. Shift Assignments.....	32
Section 16.18. Committees.....	33
Section 16.19. Specific Work Day Conditions.....	33
ARTICLE XVII SAVINGS CLAUSE	35
Section 17.1. Savings Clause	35
ARTICLE XVIII ENTIRE AGREEMENT	36
Section 18.1. Entire Agreement	36
Section 18.2. Precedence of Agreement.....	36
ARTICLE XIX DURATION AND TERMINATION	37
Section 19.1. Termination in 2019	37
APPENDIX A - SALARY SCHEDULES FOR FISCAL YEARS 2017-2019	39
APPENDIX B - ALTERNATIVE IMPASSE RESOLUTION PROCEDURE	41

PREAMBLE

THIS AGREEMENT, entered into by THE VILLAGE OF WILMETTE, Illinois (hereinafter referred to as the “Village” or the “Employer”) and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73 (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, and emergency vehicle coordinator employed by the Village of Wilmette Fire Department, but excluding Fire Chief, Deputy Chiefs, Duty Chiefs, Lieutenants, any employee excluded from the definition of firefighter as defined in Section 1603(g)-(1) of the 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. Fair Share. During the term of this Agreement, bargaining unit members who are not members of the Union shall, commencing thirty (30) days after the effective date of this Agreement or thirty (30) days after their employment, whichever is later, pay a Fair Share fee to the Union for collective bargaining and contract services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said Fair Share fee shall not exceed the dues attributable to being a member of the Union. Such Fair Share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union in the same manner and intervals as dues are deducted for Union members. The Union shall periodically submit to the Village a written list of the employees covered by this Agreement who are not members of the Union, and an affidavit which specifies the amount of the Fair Share fee. The amount of the Fair Share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member only benefits.

It is specifically agreed that any dispute a Fair Share fee payor may have with the Union concerning the amount of the Fair Share fee and/or the responsibilities of the Union with respect to Fair Share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Employees who are members of a church or religious body having a bona fide tenet or teaching which prohibits the payment of a Fair Share contribution to the Union shall be required to pay an amount equal to such Fair Share fee to a non-religious charitable organization mutually agreed upon by the Union and affected employee, as set forth in Section 6(g) of the Illinois Public Labor Relations Act. Any dispute arising between the Union and a non-member with regard to the payment of Fair Share fees shall be submitted for resolution to the procedures established by the Illinois State Labor Relations Board.

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. Fair Share. During the term of this Agreement, bargaining unit members who are not members of the Union shall, commencing thirty (30) days after the effective date of this Agreement or thirty (30) days after their employment, whichever is later, pay a Fair Share fee to the Union for collective bargaining and contract services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said Fair Share fee shall not exceed the dues attributable to being a member of the Union. Such Fair Share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union in the same manner and intervals as dues are deducted for Union members. The Union shall periodically submit to the Village a written list of the employees covered by this Agreement who are not members of the Union, and an affidavit which specifies the amount of the Fair Share fee. The amount of the Fair Share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member only benefits.

It is specifically agreed that any dispute a Fair Share fee payor may have with the Union concerning the amount of the Fair Share fee and/or the responsibilities of the Union with respect to Fair Share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Employees who are members of a church or religious body having a bona fide tenet or teaching which prohibits the payment of a Fair Share contribution to the Union shall be required to pay an amount equal to such Fair Share fee to a non-religious charitable organization mutually agreed upon by the Union and affected employee, as set forth in Section 6(g) of the Illinois Public Labor Relations Act. Any dispute arising between the Union and a non-member with regard to the payment of Fair Share fees shall be submitted for resolution to the procedures established by the Illinois State Labor Relations Board.

Section 4.3. 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 4.4. 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 4.5. 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. 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 4.6. 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 4.7. 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 4.8. Negotiations. One (1) employee who has been designated as a member of the Association'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 Deputy 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 Duty 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 Duty Chief, or the Duty 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 Duty Chief, or the Duty 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 with 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 Period. New employees shall serve a probationary period of twenty-four (24) months. The probationary period may be extended, in the sole discretion of the Fire Chief, for the additional period of time needed to complete required schooling if it is not possible to complete the required schooling during the 24-month probationary period. During the probationary period, an employee 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 employee.

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.

Section 8.3. Layoffs. The order in which employees are laid off shall be governed by 65 ILCS 5/10-2.18.

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 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.

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; or
- (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.
- (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 hours 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 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. As soon as possible prior to the end of each 24 hour shift, a Union Steward or designee shall provide to his/her Duty Chief or designee for the oncoming shift with a list of employees who are available for hireback for the oncoming shift from both lists. If the Village determines that it is necessary to hire back any bargaining unit employees, such employees shall be contacted in the order in which they appear on the applicable list provided to the Duty Chief or designee. Employees shall be given a maximum of fifteen (15) minutes to respond to overtime calls/pages; provided, however, if a hireback situation arises during a shift, the Village has the right to hireback whoever is immediately available for the first two (2) hours, during which time the next employee on the applicable overtime list will be contacted. The Village shall not be obligated to any employee who the Duty Chief, or designee, is unable to contact and in such situations the Duty Chief, or designee, shall have the right to contact the next person on the list. The Village retains the right to hire back additional employees after the Duty Chief, or designee, has contacted or attempted to contact all of the employees on the list. If no list is provided to the oncoming Duty Chief, the Village has the right to hire back employees in any order that the Village considers appropriate. 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, and notwithstanding the above, 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.

Any employee who accepts the overtime will be moved to the bottom of the overtime list. If no employee(s) accepts the overtime, then the least senior qualified employee(s) who is/are on

duty must accept the overtime; provided that the employee(s) will not lose his/her/their place on the overtime 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 overtime opportunities until the matter is remedied.

Section 9.9. Duty Day Trade. Requests for trading of regular workdays, FLSA days or hours, shall be submitted in writing to the Shift Commander for approval. The request shall state details of time and date of trade. All written requests shall be approved/denied by the Shift Commander or his designee. The Shift Commander or his designee shall approve/deny any trade on the day it is submitted. One copy of the approved request shall be returned to the individuals. No request under this section shall be unreasonably denied. There shall be no limit on the number of trades. 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 fails to report for work on the day the employee is supposed to work a payback or exchange of a duty day trade with another employee may not use sick leave on that payback or exchange date under any circumstances, and the employee shall be required instead to arrange another duty day exchange to cover that absence or, at the employee's option, substitute hours of any other form of accumulated paid leave (not sick leave) to the extent of the deficiency.

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

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 shall be as follows:

Effective January 1, 2017:	1.75%
Effective January 1, 2018:	1.75%
Effective January 1, 2019:	1.75%

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 \$1,869 effective January 1, 2017 (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, 2018, the annual stipend shall be increased by the same percentage as the across-the-board salary increase for 2018 (\$1,902 in 2018), pro rata if possessed for less than a year. Effective January 1, 2019, the annual stipend shall be increased by the same percentage as the across-the-board salary increase for 2019 (\$1,935 in 2019). 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.

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 Marshall 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 10.4 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 Management Services Department and Village Manager. The minimum amount of funds which the Village shall appropriate for purposes of tuition reimbursement each fiscal year shall be sufficient to reimburse each employee who has applied for such reimbursement in the proper and timely manner as directed by the Fire Chief, in the amount determined pursuant to the terms of this Section, but the Village shall not be obligated to appropriate more funds than are necessary to reimburse six (6) employees to the maximum amount allowed by this Section. 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 \$2,250.00 in a fiscal year.

b. Institutions

Employee may be required to furnish information about the accreditation of the particular educational institution.

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 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 for two (2) hours of pay at time and one half (1-1/2) of his regular rate of pay. 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 member must:

Be on the current promotional list, or;

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

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

Has passed the written test for Lieutenant,

Holds F.O. I (provisional) Certification or greater,

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.

Section 10.6. Preceptor Pay. Any time a member must perform the duties of Paramedic Preceptor, the member shall be compensated for two (2) hours of pay at time and one half (1-1/2) of his regular rate of pay. In order to perform as a Preceptor, the member must have a minimum of three (3) years as a Wilmette Fire Department Paramedic.

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

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.

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. 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 Duty Chief or his designee. The Duty Chief or his designee shall approve or deny such requests on the duty day that the request is submitted, such approval shall not be unreasonably denied.

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 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 holidays 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 works 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 (both regularly scheduled and overtime hours) on said holidays. 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 12-hour blocks of time. An employee may use up to thirty-six (36) 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. Emergency Leave. The Fire Chief, with the approval of the Village Manager, may grant an employee up to a maximum of 24 hours of paid emergency leave per fiscal year. Employees are not automatically entitled to emergency leave and the number of hours granted, if any, shall depend of the circumstances surrounding the request to use emergency leave. For the purposes of this Section, an emergency is defined as an unexpected occurrence such as birth of a child, adoption or placement for foster care of a child, or sudden illness of a family member (i.e., 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. Since paid time off due the death of a family member is

covered by Section 14.5, "Funeral Leave," emergency leave may not be used for the death of a family member.

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 Duty 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 725/1 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 725/6.

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 in effect for Fire Department employees on January 1, 2000 shall remain in effect for the duration 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 \$450 dollars for each employee 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 pro rated 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. Retraining 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 at one and one half times the employee's regular rate of pay for a minimum of three hours.

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, 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 work day 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

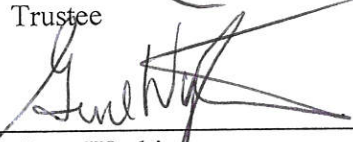
Section 19.1. Termination in 2019. Unless otherwise specifically provided in this Agreement, this Agreement shall be effective as of the day following its execution by both parties, and shall remain in full force and effect until midnight December 31, 2019. It shall be automatically renewed from year 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 30 day of December, 2016.

SEIU LOCAL 73

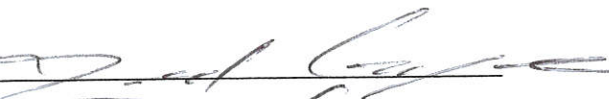
By: 
Trustee

By: 
Gene Washington
Senior Union Representative

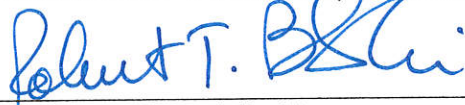
Union Bargaining Unit Representatives

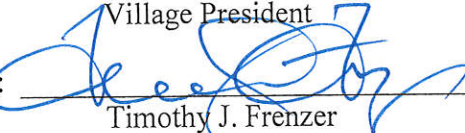
By: 
Name: Patrick Harrington

By: 
Name: JASON WECLARZ

By: 
Name: David Gmjenek

THE VILLAGE OF WILMETTE, ILLINOIS

By: 
Robert T. Bielinski
Village President

By: 
Timothy J. Frenzer
Village Clerk

By: Frank Mager

Name: Frank Mager

By: K. Schuman

Name: KEVIN SCHUMAN

By: _____

Name: _____

APPENDIX A

Salary Schedules for Fiscal Years 2017-2019

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"
2017	68,337	71,547	74,911	78,433	82,119	85,978	88,987	90,860	92,765	94,714
2018	69,533	72,799	76,222	79,806	83,556	87,483	90,544	92,450	94,388	96,371
2019	70,750	74,073	77,556	81,203	85,018	89,014	92,129	94,068	96,040	98,057

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"
2017	73,229	76,668	80,272	84,044	87,996	92,131	95,355	97,356	99,401	101,490
2018	74,511	78,010	81,677	85,515	89,536	93,743	97,024	99,060	101,141	103,266
2019	75,815	79,375	83,106	87,012	91,103	95,384	98,722	100,794	102,911	105,073

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"
2017	85,979	90,021	94,254	98,682	103,319	108,173	111,961	114,314	116,710	119,165
2018	87,484	91,596	95,903	100,409	105,127	110,066	113,920	116,314	118,752	121,250
2019	89,015	93,199	97,581	102,166	106,967	111,992	115,914	118,349	120,830	123,372

Advanced Technician Firefighter Certification Stipend

2017	2018	2019
\$1,869	\$1,902	\$1,935

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.