# AGREEMENT

**between**

**THE VILLAGE OF DOWNERS GROVE**

**and**

**DOWNERS GROVE PROFESSIONAL FIREFIGHTERS UNION,
LOCAL NO. 3234 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, CLC**

**May 1, 2014 through April 30, 2017**

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## ARTICLE 1
## PREAMBLE

**THIS AGREEMENT** is entered into by and between the **VILLAGE OF DOWNERS GROVE,** an Illinois Municipal Corporation, hereinafter referred to as the EMPLOYER, and the **DOWNERS GROVE PROFESSIONAL FIREFIGHTERS UNION,** Local No. 3234, of the International Association of Firefighters, AFL-CIO, CLC, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences which may arise between the parties.

## ARTICLE 2
## RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time Firefighters, Fire Engineers, Fire Lieutenants, Paramedics, Fire Captains and the Director of Emergency Medical Services, in the Village of Downers Grove Fire Department, for the purpose of collective bargaining and establishing and administering a written labor agreement covering wages, rates of pay, hours of labor, and all other terms and conditions of employment.

## ARTICLE 3
## JOB DUTIES

The primary job duties of employees covered by this Agreement shall be:

1. Fire suppression, fire prevention, fire extinguishment, public education, training activities, and building pre-incident planning/surveying;

2. Normal and routine maintenance of equipment (including cleaning and waxing of vehicles, equipment and apparatus), fire stations and grounds

(excluding any landscaping duties at all stations and the maintenance of the administrative offices of Fire Station #2). It is understood that at times the Public Works Department may not plow snow from the fire station aprons and fire station parking lots in a timely fashion, therefore, only trained members may be asked to perform these duties.

3. Emergency medical services;

4. Other emergency duties as assigned; and

5. Station painting, which excludes the engine rooms and other multi-story rooms.

6. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees new or different job duties and job functions as long as they are reasonably related to these set forth above in paragraphs 1 through 5.

Nothing herein shall interfere with the right of employees to volunteer, or the Village's right to ask for volunteers to perform job duties unrelated to the primary job duties set forth above, but the employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline.

## ARTICLE 4
## MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Fire Department;

2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;

3. To set standards of performance for the services to be offered to the public by the Fire Department;

4. To direct the employees, including the right to assign work and overtime;

5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;

6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;

7. To establish work schedules and to determine the starting and quitting time, and the number of hours worked;

8. To establish, modify, combine or abolish job positions and classifications;

9. To contract out work, so long as Union members are not laid off, and except as otherwise prohibited by 65 ILCS 5/10-2.1-4.

10. To add, delete or alter methods of operation, equipment or facilities;

11. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

12. To establish, implement and maintain an effective internal control program;

13. To suspend, demote, discharge or take other disciplinary action against employees for just cause (discharge of probationary employees without just cause);

14. To add, delete or alter policies, procedures, rules and regulations; and

15. To execute the mission of the Village of Downers Grove and the Downers Grove Fire Department.

Inherent managerial functions, prerogatives and policy-making rights and the impact thereof, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

## ARTICLE 5
## ENTIRE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue which was known to them at the time of bargaining and which either was or could have been negotiated, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This paragraph does not waive the Union's right to impact/effects bargaining and such right is specifically reserved.

## ARTICLE 6
## BOARD OF FIRE AND POLICE COMMISSIONERS

Nothing herein shall be construed to diminish or detract from the powers of the Board of Fire and Police Commissioners provided that no power is exercised contrary to any specific contract clause.

The parties recognize that they must comply with all applicable rules, regulations and procedures of the Board of Fire and Police Commissioners as those rules, regulations and procedures may exist from time to time. The Village shall maintain a current copy of the Rules and Regulations of the Downers Grove Board of Fire and Police Commissioners on the Village intranet. Within ten (10) days of adoption of

changes to said Rules, the Village will update the intranet posting. The Village shall distribute a copy of said Rules to all new members of the bargaining unit at time of hire.

## ARTICLE 7
## NO STRIKE

The Union will not sponsor, engage in or condone any strike, slow down or sit down, mass absenteeism or refusal to cross picket lines during the life of this Agreement. The Union recognizes that violation of this section by any employee(s) may be grounds for disciplinary action up to and including discharge provided all discipline is equally administrated.

## ARTICLE 8
## DUTY OF FAIR REPRESENTATION

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with law.

## ARTICLE 9
## GRIEVANCE PROCEDURE

**Section 1 - Definition.** A "grievance" is defined as a dispute or difference of an opinion raised by an employee or the Union against the Village involving discipline, an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

**Section 2 - Procedure.** A grievance filed against the Village shall be reviewed and signed by a Union Executive Board member and processed in the following manner:

***Step 1:*** The Union or any employee who has a grievance shall submit the grievance in writing to his or her assigned Battalion Chief specifically indicating that the matter is a grievance under this Agreement. (If his or her regular Battalion Chief is unavailable during the period of time in which a grievance must be filed, then the grievance shall be presented to another Battalion Chief. A grievance shall not be presented to an Acting Battalion Chief.) The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and must be signed by the grievant and a Union executive board member. A proof of service form shall also accompany the grievance. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The written grievance shall be dated upon receipt by the Battalion Chief and shall be considered accepted when the Battalion Chief signs the proof of service accompanying the grievance.

The Battalion Chief shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within ten (10) business days of receipt of the grievance with the grievant and an authorized Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. Such meetings shall include the Battalion Chief and may include, at the Battalion Chief's discretion, the employee's immediate supervisor and such other representative that the Village may designate. The grievant shall be entitled to not more than two (2) Union representatives at such meetings if he so requests. If no settlement of the grievance is reached, the Battalion Chief shall provide a written answer to the grievant or the Union, within ten (10) business days following their meeting.

***Step 2:*** If the grievance is not settled at Step 1 and the employee or the Union desires to appeal, it shall be referred by the Union in writing to the Chief within ten (10) business days after receipt of the Battalion Chief's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. Thereafter, the Chief shall meet with the grievant and a representative of the Union, if desired by the employee and such other representative that the Village may designate, within ten (10) business days of receipt of the Union's appeal. If no agreement is reached, the Chief shall submit a written answer to the employee or to the Union, if a Union grievance, within ten (10) business days following their meeting.

***Step 3:*** If the grievance is not settled at Step 2 and the employee or the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within ten (10) business days after receipt of the Chief's

answer in Step 2. Thereafter, the Village Manager or his designee(s) and the Chief and/or other appropriate individual(s) as desired by the Village Manager, not to exceed four (4) individuals, shall meet with the grievant, and not more than four (4) representatives of the Union, if desired by the employee, within ten (10) business days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or designee(s) shall submit a written answer to the Union within ten (10) business days following their meeting.

**Section 3 - Arbitration.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer, as provided to the employee or Union at Step 3.

1. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties agree to request that all arbitrators on the panel be members in good standing of the National Academy of Arbitrators and maintain their primary residency in the State of Illinois. In addition, for interest arbitration, the arbitrator must have prior experience in Illinois interest arbitrations. Both the Employer and the Union shall have the right to strike three names. The parties shall determine who strikes first by coin flip. The parties shall strike names alternatively until one name remains.

2. The arbitrator shall be notified of his or her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

3. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

4. The arbitrator shall submit his or 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.

5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be split equally between the parties. Each party shall be responsible for compensating its own representatives and witnesses.

**Section 4 - Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

**Section 5 - Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays and Village holidays, as posted by the Human Resources Department, or the grievant's sick time, but not to exceed twelve (12) days. If a grievance is not presented by the

employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The Union shall be provided with a written copy of the disposition of any grievance where the Union is not involved.

**Section 6 - Miscellaneous.**

A. No member of the bargaining unit who is serving in an acting capacity 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.

B. Disciplinary grievances involving oral or written reprimands may be processed through the grievance procedure through and including Step 3 but shall not be subject to arbitration. However, if the Village seeks to use a prior written reprimand for the imposition of more severe discipline, and the written reprimand was originally grieved through and including Step 3, the merits of the prior written reprimand may be raised by the employee in arbitration. However, the arbitrator shall have no authority to reverse the prior written

reprimand. Disciplinary actions or discharge of a probationary employee shall not be subject to the grievance and arbitration procedures of this Agreement.

## ARTICLE 10
## BULLETIN BOARD

The Village agrees to provide the Union with designated space on the bulletin board in each fire station. The Union agrees that the space will be used for posting official Union notices of a non-political and non-inflammatory nature, and further agrees that the bulletin boards will not be used to criticize the Village or any of its employees or officials.

## ARTICLE 11
## SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision shall be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portion of this Agreement shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations.

## ARTICLE 12
## MILITARY LEAVE

Military leave shall be granted and provided in accordance with applicable state and federal laws. Members serving military leave of 90 days or more may submit a written request to the Fire Chief to be paid out for any accumulated vacation time in excess of (10) ten tours of duty at calendar year-end at the member's straight time rate.

## ARTICLE 13
## INDEMNIFICATION

The Village will indemnify bargaining unit members to the full extent of coverage, subject to any limitation, as provided by the general liability insurance currently maintained by the Village.

The Union agrees to indemnify the Village and hold it harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of, any action taken against the Village or its Board of Fire and Police Commissioners for complying with the provisions of **APPENDIX A** (Paramedics and the Board of Fire and Police Commissioners).

## ARTICLE 14
## PROBATIONARY PERIOD

The probationary period shall be one (1) year of actual active employment, excluding periods of training, or injury or illness leaves, including duty related leave, in excess of thirty (30) calendar days.

For the first six (6) months of his or her employment, the probationary employee shall not be eligible for overtime, shift exchanges or to be detailed to another station except for training purposes.

## ARTICLE 15
## SICK LEAVE

**Section 1 - Conditions.** Sick leave shall not be considered a privilege which may be used at the employee's discretion. In addition to personal illness or injury, sick leave may be granted, at the discretion of the Chief or his designee(s) (the Battalion Chief or Acting Battalion Chief), for the following reasons:

A. Actual non-occupational illness or disability of the employee.

B. Medical or dental appointments for the employee, or an immediate family member which cannot be scheduled outside of normal working hours, provided that such leave may not exceed twelve (12) hours for an appointment without the approval of the Fire Chief or his designee.

C. Absence required by serious illness or disability of the employee's immediate family or anyone residing with the employee.

D. For the purpose of this Article, immediate family member is defined as parent, step-parent, spouse, child, step-child, or other family member permanently residing with the employee.

**Section 2 - Accrual.** Sick leave shall be accrued by all eligible employees on a biweekly basis beginning with the first day of employment. The rate of accrual is based upon accruing 5.54 hours per pay period (144.04 hours per year), provided however that probationary employees shall be eligible for the use of sick leave with the approval of the Fire Chief or his designee.

**Section 3 - Sick Leave Buy Back.**

(a) Employees hired on or after May 1, 1995 shall not be eligible for any sick leave buyback.

(b) Employees hired prior to May 1, 1995 will be eligible for sick leave buyback as follows, upon an employee's separation in good standing from the Village employ after ten (10) or more consecutive years of full-time employment with the Village, and provided that such employee has given two (2) weeks' notice of resignation or retirement:

(1) Unused Sick leave earned before May 1, 1995. The employee shall be paid for accumulated sick time earned before May 1, 1995, which has not been used prior to the employee's separation, up to a maximum of 960 hours at the employee's salary rate as of the employee's separation. Within thirty (30) days of the date this Agreement is executed, an agreed list of such hours accumulated as of April 30, 1995 shall be prepared and attached to this Agreement.

(2) Unused Sick Leave Earned on or After May 1, 1995. The employee shall be paid for accumulated sick time earned on or after May 1, 1995, which has not been used prior to the employee's separation, up to a maximum of 960 hours in accordance with the following schedule:

(i) if the employee has ten (10) or more years of service but less than fifteen (15) years of service: 50%

(ii) if the employee has fifteen (15) years or more of service but less than twenty (20) years: 60%

(iii) if the employee has twenty (20) or more years of service: 100%

(3) In no event shall an employee be eligible to have more than a combined total of 960 hours of accumulated, unused sick leave at time of separation considered for buyback under this Section.

(4) In the case of an employee's death, such accumulated sick time will be paid, in accordance with the valuation method described above, to the employee's designated life insurance beneficiary(ies) or, if none, estate.

(5) In lieu of a cash payout at time of separation from employment under this Section, an eligible employee may have the sick leave buyback amount he would have received under subparagraphs 1 and 2 of this Section applied to the purchase of retiree health insurance.

**Section 4 - Qualifications.** An employee to qualify for sick leave pay shall report any illness or disability to the Battalion Chief not later than sixty (60) minutes prior to the employee's regular starting time. The Village may require a report from a physician's office to confirm the employee's absence from work and/or his ability to continue work. A report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family. If an employee is required to use sick leave for a period exceeding two (2) consecutive duty days a statement from a physician shall be required. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work.

The 60 minute rule may be waived by the Fire Chief or his designee in the event of illness or injury requiring emergency medical treatment.

**Section 5 - Outside Employment Injury.** An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment which is covered by Workers' Compensation.

**Section 6 - Restricted Duty.** The Village may provide an opportunity for restricted duty which is mutually beneficial to the Village and the employee. The following guidelines shall be observed in providing restricted duty to employees that have an on-duty injury or illness and are receiving workers' compensation benefits or have an off-duty injury or illness:

1. Restricted duty shall be defined as the temporary assignment of an employee to duties other than those normally performed, in order to facilitate the rehabilitation of the employee from a work-related or non-work-related injury or illness. The Village will make every attempt to facilitate restricted duty assignments.

2. An injured employee will not be considered for restricted duty unless a Village-approved physician recommends such duty and sets physical limitations in writing on the form attached hereto as **APPENDIX C**. The physician must indicate the length of time for which restricted duty is recommended. Where there exists any question as to the limitations of the employee, **APPENDIX C** may be used for clarification.

3. Restricted duty, if provided, shall be temporary. Restricted duty assignments shall not be made permanent and may be denied if it is not reasonably expected that the employee will return to his/her regular duty. The Fire Chief has the sole discretion to grant restricted duty. A restricted duty assignment shall not extend beyond twelve (12) weeks. The Village Manager has the sole discretion to grant an extension of restricted duty beyond twelve (12) weeks.

4. Ultimately, all restricted duty assignments assume that the employee can return to regular job duties over a reasonable time period.

5. Restricted duty will be provided only in the event that the Fire Chief or his designee determines there is work available appropriate to the physical limitations and talents of the injured employee. Restricted duty is

dependent on physical limitations of the employee as substantiated by a physician, abilities of the employee, and work demands of the Village.

6. Via weekly telephone contact between the employee and the Deputy Chief of Administration, the employee and Employer shall reevaluate restricted duty potential in those cases where such duty is not available.

7. Refusal by the employee to perform physician approved restricted duty for on-duty injury/illness may result in the termination of any workers' compensation benefits and may subject the employee to disciplinary action.

8. Unless the employee and the Employer consents to a different work schedule, the hours of work for an employee with a restricted duty assignment shall be forty (40) hours per week, Monday through Friday (unless the physician specifies a shorter work week). The Village shall grant a four ten hour day work schedule if requested by the employee.

9. After an employee has been off on sick leave for an off duty related illness or injury for ten (10) duty shifts or two hundred forty (240) hours, he may apply for restricted duty if his physician releases him for restricted duty and it is available. Employees who are off work due to a work related injury have priority over non work-related injuries with regard to assignment of restricted duty.

10. Employees who are working restricted duty for an off duty related injury/illness will be charged 12 hours of accrued time for any time off during the term on restricted duty. Employees who are working restricted duty for an on-duty injury/illness will be charged hour for hour. However, 4 hour increments of sick time may be used for doctor appointments.

11. Pregnant firefighters may seek restricted duty as provided by Illinois law and this section.

The parties agree that in the administration of the restricted duty clause any attendant liability from such administration shall rest solely with the Village.

**Section 7 - Workers' Compensation.** The Village agrees to abide by the provisions of the Illinois Workers' Compensation Act, and the Public Employee Disability Act, as they may apply to the members of the bargaining unit. The parties agree, however, that this section is not intended to provide a second path of appeal to any decision made by the Illinois Industrial Commission. It is the intention of the parties

that an appeal processed through either the grievance procedure or the Illinois Industrial Commission is to be mutually exclusive.

## ARTICLE 16
## LEAVES OF ABSENCE

**Section 1 - Requests for Illness, Injury or Personal Matters.** Non-probationary employees may request a general leave of absence to cover illness, maternity leave, injury or for personal matters. Such leaves shall be on an unpaid status. Leaves of absence connected with illness shall not be granted until sick leave has been used. Applications for general leave of absence due to illness or injury must be accompanied by a physician's statement. All requests for general leaves of absence shall be submitted to the Fire Chief or his designee. During an unpaid leave of absence, the employee will not accrue vacation time or sick leave and is not eligible for holiday pay.

**Section 2 - Duration of Leave of Absence.** Leaves of absence may be granted for up to ninety (90) days and extensions may be granted for additional periods of up to ninety (90) days each, not to exceed a total of two hundred and seventy (270) days of leave, after which time the Employer-employee relationship may be terminated. An employee may, during the leave, return to full employment status upon at least two (2) weeks' notice in writing to his/her Battalion Chief and upon approval by the Fire Chief.

## ARTICLE 17
## VACATION AND HOLIDAYS

**Section 1 - Vacations.** Employees covered by this Agreement shall earn annual vacation based on the following schedule:

| Consecutive Employment | Annual Vacation Accumulation |
|---|---|
| 1 through 4 years | 5 tours of duty |
| 5 through 10 years | 7 tours of duty |
| 11 years | 9 tours of duty |
| 12 years | 10 tours of duty |
| 13 through 14 years | 11 tours of duty |
| 15 through 19 years | 12 tours of duty |
| 20 years+ | 13 tours of duty |

**Section 2 - Holidays.** The following holidays are those which shall be recognized and observed:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. A floating Christmas holiday
8. Two (2) Floating Days
9. Christmas Day

The Employer shall grant employees working or not working five (5) tours of duty off for the above listed holidays.

## ARTICLE 18
## SCHEDULING VACATIONS, HOLIDAYS AND FLSA TIME

Scheduling of vacations, holidays, and FLSA time selections for the years of this Agreement will be conducted on the first Monday, Tuesday and Wednesday in the month of December. The scheduling shall be done by the on duty Battalion Chief and a Union Executive Board member or designee. Employees not on duty shall be contacted via their current contact number or may email a copy of their dates to the Battalion Chief or their shift Union representative. Employees not on duty must reply

within five (5) minutes or risk their position on the list. Employees calling after the five (5) minutes will be eligible for selections in the next available slot.

Employees may select vacation, holiday, and FLSA time off on the basis of seniority within their shift and within their rank and classification. Holiday and FLSA time shall be selected for the following calendar year. Vacation time shall be selected from the first pay period through the last pay period of the following year. During the first round of picks, members are only allowed to schedule holiday, vacation and FLSA time off in twenty-four (24) hour increments. Vacation, holidays, and FLSA time may only be taken on an employee's regularly assigned shift day. Five (5) slots per duty day shall be allotted for vacation, holiday and FLSA picks. A maximum of two (2) company officers will be allowed off per shift, including vacation, holiday or FLSA time and a maximum of five (5) firefighter/paramedics will be allowed to pick from these slots, provided that shift staffing reaches a minimum of sixteen (16) regularly assigned firefighter/paramedics on any given shift. When a shift has fewer than sixteen regularly assigned firefighter/paramedics, a maximum of four (4) firefighter/paramedics will be allowed to pick. If a firefighter or firefighter/paramedic is promoted to a higher rank during the year and stays on his/her same shift, the employee's previously scheduled vacation, holiday, and FLSA time shall be honored regardless of the maximum number of two (2) Lieutenants being off.

Members shall have the right to choose their FLSA days pursuant to the established FLSA day schedule. All FLSA days must be chosen at this time in two (2) separate rounds of picks. The first round of FLSA days shall be chosen prior to choosing vacation and holiday time off. One (1) slot per duty day shall be allotted for FLSA day picks during the first round of picks. The second round shall be chosen after

choosing vacation and holiday time off and only allowed to be taken on a date with less than five personnel off. A member shall be able to change the previously scheduled FLSA day or may exchange FLSA days in accordance with Article 31, Section 6.

In the event of an emergency, as declared by the Fire Chief of Downers Grove (e.g., major fire, riot, natural disaster or like events), the Village retains the right to cancel scheduled vacation, holiday and FLSA time and require the employees to work or report for duty. An employee wishing to cancel previously scheduled vacation, holiday or FLSA time off must make the change into Telestaff or contact the Battalion Chief forty-eight hours or more in advance of the scheduled time off. Vacation, holiday and FLSA time will become valid one hundred and twenty (120) hours after entry into the Department's electronic vacation calendar (Telestaff) by the Battalion Chief or Acting Battalion Chief.

In the event the Village opens another station or adds additional personnel to the Department roster, the Village and the Union mutually agree to address this Article in Labor-Management and modify as appropriate.

Selection of 12 hours of vacation or holiday time will be made available after the calendar has been through initial vacation, holiday, and FLSA time picks and becomes valid.

## ARTICLE 19
## SENIORITY

**Section 1 - Definition of Seniority.** "Seniority" shall, for the purpose of this Agreement, be defined as an employee's length of continuous regular full-time employment calculated from the employee's last date of hire. Employees hired on the

same date shall be placed on the seniority list in accordance with their placement on the employment eligibility list.

**Section 2- Definition of Time-in-Grade.** Time-in-grade shall for the purposes of this Agreement be defined as an employee's length of continuous regular full-time employment calculated from the employee's last date of current promotion. Employees promoted on the same date shall be placed on the seniority list in accordance with their placement on the promotion eligibility list.

**Section 3- Seniority List.** The Employer shall prepare a list by January 1 of each year setting forth the present seniority dates for employees covered by this Agreement. Such list shall be provided to the Union President and posted at each fire station on the Union bulletin board. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Union's receipt of the list.

**Section 4- Termination of Seniority.** An employee shall be terminated by the Employer and his seniority broken when he:

1. Resigns;
2. Is discharged for just cause;
3. Is laid off pursuant to the provisions of the applicable agreement for a period of two (2) years;
4. Is absent for three (3) consecutive scheduled work days without proper notification or authorization except for exigent circumstances.

**Section 5- Accrual of Seniority.** Employees will not continue to accrue seniority while on an authorized leave of absence, but will not lose seniority accrued at the time the leave commences.

## ARTICLE 20
## FUNERAL LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted two (2) tours of duty off with pay upon approval of Fire Chief or his designee. The employee's immediate family is defined as mother, father, wife, husband, daughter, son, step-child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent, grandchild, step-parent, son-in-law, daughter-in-law and grandparent–in-law, civil union partner, life partner or a person for whom the employee is the legal guardian and possesses a durable power of attorney. In the event of the death of a member's aunt, uncle, niece or nephew, sick time may be used at the Fire Chief's discretion.

In the event of the death of an employee's spouse, life partner, civil union partner, son, daughter, step-child and/or a person for whom the employee is the legal guardian and possesses a durable power of attorney, the employee will be granted two (2) additional tours of duty off with pay, upon approval of the Fire Chief or his designee, totaling four (4) tours of duty off.

## ARTICLE 21
## OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

The purpose of the Committee will be to conduct research, develop recommendations, and study and review matters pertaining to the occupational safety and health within the Downers Grove Fire Department.

The Committee will consist of three (3) representatives from the Fire Department Administration and three (3) representatives from the Union. The Chairman of the Committee shall be elected for an annual term on the first of May of each year, by a simple majority vote of all designated Safety Committee members. The Battalion Chief

in charge of Safety and Training shall be one of the Fire Department Administration's representative to the Committee. Any findings or recommendations of the Committee will be forwarded to the Fire Chief for approval. The Fire Chief shall have the right to accept or reject the recommendation in writing to the Committee stating his reasons. In the event the Fire Chief rejects a Committee recommendation, that sole recommendation may be grieved directly to the Village Manager.

## ARTICLE 22
## EDUCATIONAL PAY

The Employer agrees to reimburse all costs of tuition and books to any bargaining unit member attending any local college or university. The reimbursement applies to all courses required for an Associate or Bachelor Degree(s) in the fire sciences and/or other related fields designed to maintain or improve the skills required for an employee in his/her current job assignment or necessary to meet the express requirements of the Village.

**Section 1 - Limitations.** Reimbursement is limited to:

1. $ 4,500 per fiscal year subject to budget approval;
2. Successful completion of courses and percent limited to grade achievement, i.e. A=100%, B=80%, C=60% (Any grade lower than "C" is nonreimburseable) for non-graded course work, a satisfactory completion will be reimbursed at 100%.

**Section 2 - Approval.** Advance approval of the Fire Chief, Director of Human Resources, and Village Manager is required as a condition of payment of benefits under the program. An application is provided for this purpose and must be completed and approved by June 1st with respect to the possible schools the employee might attend, the general courses the employee is considering taking, and the approximate amounts that the employee anticipates the course will cost. Budget approval shall be

based on the total funds available for tuition reimbursement and the number of educational assistance requests received. The Village will endeavor to fund all tuition reimbursement requests, but reserves the right to allocate the funds on a priority basis.

**Section 3 - Reimbursement.** The original grade report or certificate of completion, textbook receipts, and all other supporting documentation must be submitted before reimbursement can be made. A form is provided for this purpose. All reimbursement requests must be submitted within three (3) months from the end of the course, otherwise reimbursement will be forfeited.

If an employee voluntarily leaves the Village within two (2) years of completing a reimbursed course, a percentage amount of reimbursed expenses will be due the Village according to the following schedule:

**Reimbursement Monies Due Village**

| | |
|---|---|
| 0 - 6 Months | 100% |
| 6 - 12 Months | 75% |
| 12 - 18 Months | 50% |
| 18 - 24 Months | 25% |

## ARTICLE 23
## PENSIONS

For the term of this Agreement, the Employer agrees to maintain its obligations to the Firemen's Pension Fund as required by Illinois Compiled Statutes, 40 ILCS 5/4-101 et seq.

## ARTICLE 24
## BILL OF RIGHTS

Nothing in this Agreement shall be construed to preclude the applicability of the Firemen's Disciplinary Act, Illinois Compiled Statutes, 50 ILCS 745/1 et seq. Alleged

violations of that Act, however, can be raised under this contract only before the Board of Fire and Police Commissioners or through the grievance process outlined in Article 9.

## ARTICLE 25
## SUPPLIES AND STATION EQUIPMENT

In accordance with current practice, the Employer shall continue to provide, purchase and maintain all stations with appliances, tools, furnishings and other necessary supplies in order to effectively perform job functions.

## ARTICLE 26
## PROTECTIVE GEAR AND CLOTHING ALLOWANCE

All initial uniforms, protective clothing and protective devices required of employees in the performance of their duties shall be furnished by the Employer without cost to the employee.

The Employer shall repair and replace only Department issued items damaged in the performance of duties.

Each employee shall receive a clothing allowance of .75% (three-quarters of one percent) of top Fire Fighter pay per fiscal year. The uniform program shall be administered by the Village. Employees must be employed one (1) full year to be eligible for annual clothing allowance.

Any time there is a promotion or change in the uniform by the Administration, the Village will provide the first two (2) sets of the new required uniforms (unless otherwise mutually agreed to by the parties during labor-management).

All new employees shall be responsible for obtaining their Class "A" uniforms within 30 days after the completion of his or her probationary period at the Village's expense, unless determined by the Fire Chief that issuance of a Class "A" uniform is necessary or appropriate prior to the completion of the probationary period.

## ARTICLE 27
## RULES AND REGULATIONS

**Section 1 - Rules and Regulations.** The Union agrees that it shall encourage its members to comply, in full, with all Fire Department Rules, Regulations, General Orders Standard Operating Guidelines, Standard Operating Procedures and directives, and the Village of Downers Grove Personnel Manual that are not in conflict with provisions of this Agreement. New or revised Village Council Policies, Village Administrative Regulations, and Fire Department Rules, Regulations, General Orders, Standard Operating Guidelines and Standard Operating Procedures may be established from time to time.

Except in an emergency, the Union will be given notice of proposed changes to Fire Department Rules, Regulations, General Orders, Standard Operating Guidelines and Standard Operating Procedures affecting bargaining unit members and a reasonable opportunity to discuss such changes with management before they are finalized, and absent emergency, such changes will be posted for no less than fourteen (14) days before they become effective and enforceable; provided, however, this sentence shall not apply to the Rules and Regulations of the Board of Fire and Police Commissioners. Fire Department Rules, Regulations, General Orders, Standard Operating Guidelines and Standard Operating Procedures shall be fairly and equitably administered and enforced.

The Village will maintain current copies of Village Council Policies, Village Administrative Regulations, and Fire Department Rules, Regulations, General Orders, Standard Operating Guidelines and Standard Operating Procedures on the Village intranet and each new member shall receive current copies of the above in a format to

be determined by the Village.

**Section 2 – Precedence of Agreement.** If there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or a written rule, regulation, order, policy or procedure which may be in effect from time to time, the specific provision(s) of this Agreement, for its duration, shall take precedence.

## ARTICLE 28
## SHIFT EXCHANGE

Two (2) employees shall have the right to voluntarily exchange work shifts when the change does not interfere with the normal operation of the Fire Department and is within their rank (i.e., officer for officer) and classification. Notwithstanding the foregoing, employees in the rank of firefighter and firefighter/paramedic shall have the right to voluntarily exchange work shifts either within or outside their rank and classification when the change does not interfere with the normal operation of the Fire Department.

Shift exchanges outside employees' ranks and classifications are subject to the following provisions:

1. Shift exchanges outside employees' ranks and classifications are limited to exchanges between firefighters and firefighter/paramedics, firefighters and engineers, or engineers and firefighter/paramedics.
2. Shift exchanges between firefighters and firefighter/paramedics, firefighters and engineers, or engineers and firefighter/paramedics may occur only once per shift.
3. Shift exchanges outside rank/classification shall be on a "first-come, first-served" basis, based on Telestaff recording or documented Battalion Chief notification, whichever occurs first.
4. Once a shift exchange has been entered into Telestaff, no additional firefighter for firefighter/paramedic exchanges may occur.

The employees wishing to trade must enter the trade into Telestaff. The

responsibility of the shift exchange shall be that of the employees involved in the exchange.

An employee who is on a trade day, and calls in for sick leave is subject to Article 15 (Sick Leave) Section 4 (Qualifications) of this Agreement. Also, the employee must provide a note from his/her physician by the next day worked. Both employees involved in the trade shall be responsible for their ends of the shift exchange. If for some reason the employee providing relief does not report for work on the agreed upon date, he/she will be considered absent and the appropriate hours of pay will be deducted from his/her paycheck accordingly. Multiple failures to provide relief after agreeing to work for another employee may result in the loss of the offending employee's shift exchange privileges for a period not to exceed twelve (12) months. This Article in no way restricts the Village's right to pursue any disciplinary action against the offending employee. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled to work that shift.

Approval of shift exchanges shall not be unreasonably withheld or denied. All shift exchange paybacks shall be completed within one (1) year of the initial trade.

# ARTICLE 29
## WAGES

**Section 1 – Wages.** Employees with a starting salary which is less than the starting salary established in the first year will receive an adjustment to the minimum of the salary range for their position or rank.

Effective the first full pay period in May 2014 and retroactive thereto, for all paid hours, all employees will be paid as follows:

| Firefighter Hired PRIOR to May 1, 2011 | | | | |
|---|---|---|---|---|
| Firefighter | Last Year of Previous Contract | Effective first full pay period in May 2014 | Effective first full pay period in May 2015 | Effective first full pay period in May 2016 |
| | | 3.00% | 2.00% | 1.00% |
| Start | $60,175 | $61,980 | $63,220 | $63,852 |
| 1 year | $64,966 | $66,915 | $68,253 | $68,936 |
| 2 years | $69,756 | $71,849 | $73,286 | $74,019 |
| 3 years | $74,547 | $76,783 | $78,319 | $79,102 |
| 4 years | $79,337 | $81,717 | $83,351 | $84,185 |
| 5 years | $84,041 | $86,562 | $88,293 | $89,176 |

| Paramedic Hired PRIOR to May 1, 2011; 6% Differential | | | | |
|---|---|---|---|---|
| Paramedic | Last Year of Previous Contract | Effective first full pay period in May 2014 | Effective first full pay period in May 2015 | Effective first full pay period in May 2016 |
| Start | $63,787 | $65,701 | $67,015 | $67,685 |
| 1 year | $68,863 | $70,929 | $72,347 | $73,071 |
| 2 years | $73,941 | $76,159 | $77,682 | $78,459 |
| 3 years | $79,020 | $81,391 | $83,018 | $83,849 |
| 4 years | $84,098 | $86,621 | $88,353 | $89,237 |
| 5 years | $89,084 | $91,757 | $93,592 | $94,528 |

| Paramedic Hired AFTER May 1, 2011; 6% Differential | | | | |
|---|---|---|---|---|
| Paramedic | Last Year of Previous Contract | Effective first full pay period in May 2014 | Effective first full pay period in May 2015 | Effective first full pay period in May 2016 |
| Start | $63,787 | $65,701 | $67,015 | $67,685 |
| 1 year | $67,439 | $69,462 | $70,851 | $71,560 |
| 2 years | $71,300 | $73,439 | $74,908 | $75,657 |
| 3 years | $75,382 | $77,643 | $79,196 | $79,988 |
| 4 years | $79,697 | $82,088 | $83,730 | $84,567 |
| 5 years | $84,260 | $86,788 | $88,524 | $89,409 |
| 6 years | $89,084 | $91,757 | $93,592 | $94,528 |

| Engineer; 6.5% Differential | | | | |
|---|---|---|---|---|
| **Engineer** | **Last Year of Previous Contract** | **Effective first full pay period in May 2014** | **Effective first full pay period in May 2015** | **Effective first full pay period in May 2016** |
| Start | $89,504 | $92,189 | $94,033 | $94,973 |

| Lieutenant; 12%, 15% 19% Differential | | | | |
|---|---|---|---|---|
| **Lieutenant** | **Last Year of Previous Contract** | **Effective first full pay period in May 2014** | **Effective first full pay period in May 2015** | **Effective first full pay period in May 2016** |
| Start | $94,126 | $96,950 | $98,889 | $99,878 |
| 1 year | $96,648 | $99,547 | $101,538 | $102,554 |
| 2 years | $100,008 | $103,008 | $105,068 | $106,119 |

| Captain; 25.5% Differential | | | | |
|---|---|---|---|---|
| **Captain** | **Last Year of Previous Contract** | **Effective first full pay period in May 2014** | **Effective first full pay period in May 2015** | **Effective first full pay period in May 2016** |
| Start | $106,334 | $109,524 | $111,715 | $112,832 |

All eligible employees shall receive step increases on the anniversary of their date of hire with the Village, except Lieutenants shall receive step increases on the anniversary date of their promotion into the Lieutenant classification.

**Section 2. – Performance Bonus.** Employees at or beyond the end of their salary range during 2014-15 contract year are eligible for a performance bonus of $750 if they have less than fifteen years of continuous full-time employment with the Village and $1,000 if they have fifteen or more years of continuous full-time employment with the Village; employees at or beyond the end of their salary range during 2015-16 contract year are eligible for a performance bonus of $1,000 if they have less than fifteen years of continuous full-time employment with the Village and $1,250 if they have fifteen or more years of continuous full-time employment with the Village; employees at or beyond the end of their salary range during 2016-17 contract year are eligible for a performance bonus of $1,250 if they have less than fifteen years of continuous full-time employment with the Village and $1,500 if they have fifteen or more

years of continuous full-time employment with the Village. The bonus will not be added to the employee's base salary.

An employee is not eligible for a performance bonus or a step increase unless he receives an overall rating of "Meets Expectations" on the Employee Appraisal Form attached hereto as **APPENDIX E**. Appraisals will occur on or about April 15 of each year for the purpose of determining whether overall performance "Meets Expectations" and whether an employee shall receive his/her step increase or bonus. An employee is only eligible for a performance bonus if he/she works a minimum of six (6) months during the contract year (vacation, holiday and FLSA hours are excluded from the time-off calculation). Bonus checks will be issued no later than July 30th of each year.

**Section 3. – Post Retirement Health Fund.** The Downers Grove Professional Firefighters Union, Local No. 3234, will maintain a VEBA account for the purpose of paying retiring members health insurance benefits. The Union will hold this account as a separate "Trust" account and it will not be a Village held "Trust". The employees will contribute 5% of their base salary into the fund which will be deducted as tax deferred (see **APPENDIX I**), and will be deposited into the Union's Voluntary Employee's Benefits Association ("VEBA") account bi-weekly.

## ARTICLE 30
## FIREFIGHTER/PARAMEDIC CERTIFICATION

Firefighter/Paramedics who were employed prior to the execution of this Agreement shall be subject to the following provisions:

A. Firefighter/Paramedics will be required as a condition of continued employment to be certified as a paramedic in the Emergency Medical Service System under which the Fire Department operates as an Advanced Life Support Service.

B. An employee may make application to the Fire Chief for permission to drop his certification on the form attached hereto as **APPENDIX F**. The Fire Chief may, at his discretion, grant such permission based on seniority and availability of a Firefighter position so long as in his judgment there will be no adverse affect upon the ability of the Fire Department to adequately and efficiently provide service to the community. Such discretion shall be exercised in a consistent manner, but always on a case-by-case basis in accordance with the judgment of the Fire Chief that to allow the employee to drop his or her certification will not adversely affect the Fire Department's ability to adequately and efficiently man the ambulances as, and to the extent that, the Village of Downers Grove determines to be necessary.

C. If the Fire Chief allows a firefighter/paramedic to drop his or her certification, a replacement will be appointed in the following manner:

1. Firefighters currently employed who are certified as paramedics will be asked to volunteer for the program in accordance with seniority by completing the form attached hereto as **APPENDIX G**.

2. In the absence of sufficient volunteers, the Fire Chief shall appoint a certified paramedic from the firefighter/paramedic list established by the Board of Fire and Police Commissioners.

## ARTICLE 31
## HOURS OF WORK AND OVERTIME

**Section 1 - Regular Hours.** This Article is intended to define the regular hours of work per day or per week during the term of this Agreement and shall not be construed as a guarantee of work per week.

**Section 2 - Normal Work Day and Work Week.** The normal work day and work week for employees shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). Each member shall be entitled to eight (8) Fair Labor Standards Act Days ("FLSA Day"), also known as a "work reduction day" or "Kelly Day", (i.e., what would otherwise be a 24-hour duty day) to be scheduled in accordance with Section 7 of this Article, thereby reducing the normal work week to an average of 52. 5 hours. (The FLSA day shall include 12 hours from each of two

consecutive 27 day work cycles.) Shifts shall commence at 0700 hours and end at 0700 hours the following day.

**Section 3 - Work Period.** The work period of each employee for the purpose of the Fair Labor Standards Act (FLSA) is an established regular reoccurring period of twenty-seven (27) consecutive days which shall run from 7:00 a.m. to 7:00 a.m. The regular rate of pay shall be calculated by dividing the employee's annual salary by the employee's annual hours of duty, 2,726.

**Section 4 - FLSA Overtime.** An employee shall, in addition to regular compensation, be paid one-half (½) times his regular straight time hourly rate of pay for all hours of actual work in excess of 204 hours of actual work in the employee's regular twenty-seven (27) day work cycle.

The Employer reserves the right to utilize all or any part of the 7K exemption for hours worked and overtime paid in accordance with the most current FLSA rulings and practices. However, where a specific term of this Agreement conflicts with the FLSA, the Agreement shall control.

**Section 5 - Overtime Hours.** An employee working any hours on duty in addition to the regular hours as defined in this Article shall be compensated for those overtime hours at the rate of one and one-half times (1 ½) his regular straight time hourly rate.

**Section 6 - FLSA Day Exchanges.** FLSA days may be exchanged between any employees regardless of rank, provided such exchanges are between members of the same shift or moved to an open day with less than five personnel off. A maximum of two (2) company officers will be allowed off per shift. An employee may not cancel a FLSA Day or enter into a FLSA Day exchange if, at the time the exchange is agreed to,

the employee is on worker's compensation, restricted duty, or light duty. In the event of an emergency, as declared by the Fire Chief of Downers Grove (e.g. major fire, riot, natural disaster or like events), the Village retains the right to cancel scheduled FLSA day exchanges and require the employees to work or report for duty.

**Section 7 – Special Assignment Pay.** When an employee works a part time off-duty assignment as specified in **APPENDIX L** (other than shift overtime or emergency call-back) they will be compensated in accordance with **APPENDIX L**. Bargaining unit employees shall be provided the right of first refusal for 7G work as specified in **APPENDIX L** prior to advertising such work to individuals outside the Department.

**Section 8 – Long-term Deployment Pay.** Deployment pay shall be paid in accordance with the FEMA 24 Hour/Day Overtime Justification for FEMA/State Reimbursement Assistance for Firefighter Emergency Work Standards. During any deployment which is subject to wage reimbursement, each member deployed will receive portal to portal pay. Portal to portal pay shall be described as straight time pay for the member's regularly scheduled work day, and shall receive one and one half (1 ½) times straight pay for any other time spent for that deployment.

## ARTICLE 32
## HOLD OVER AND RECALL RATE

Employees held over beyond their normal quitting time shall receive a minimum of one (1) hour straight time pay, or one and one-half (1 ½) times their regular straight time hourly rate for each hour worked, whichever is higher.

An employee who reports to duty for an overtime assignment that is subsequently canceled upon his/her arrival for duty shall receive a minimum of twelve

(12) hours pay at his/her overtime rate . In the alternative, an employee may agree to be released from duty in less than twelve (12) hours and be paid for actual time worked only.

At no time will a member work more than 48 consecutive hours, without a 12-hour break from work except in the event of an emergency as declared by the Fire Chief (e.g., major fire, riot, natural disaster or like events).

The parties agree to the Fair Labor Standards Act rules and regulations concerning rounding off time upon 15-minute increments.

The parties recognize the right of the Employer to discipline employees who report to work late and cause overtime expenditures. Any employee who is called back to duty after having left work shall receive a minimum of two (2) hours' pay at time and a half.

## ARTICLE 33
## NON-DISCRIMINATION

**Section 1 - General.** The Employer shall not discriminate against employees in any manner which would violate state or federal law. Specifically, the Employer shall not discriminate on the basis of race, color, sex, religion, age, marital status, national origin or Union membership. Employees dissatisfied with the Employer's disposition of grievances under this Article may elect to file charges before the appropriate federal or state agency.

**Section 2 - Gender.** All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

# ARTICLE 34
## OVERTIME DISTRIBUTION

**Section 1 - General.** The Fire Chief or his designee shall have the right to require overtime work and employees may not refuse overtime assignments in emergency situations, as declared by the Fire Chief (e.g., major fire, riot, natural disaster or like events). In non-emergency situations, the Fire Chief or his designee shall attempt to obtain volunteers according to the procedure described in the following paragraphs of this Section. However, volunteers will not necessarily be selected for work in progress or where the overtime needed is a result of specific skills, ability and experience possessed by an employee or employees. This Article shall not be used to reduce the Fire Department's current staffing of officers or to inhibit the Fire Department's ability to staff additional officers.

**Section 2 - Procedures.** The Department policies and the following procedures will be used for filling all shift vacancies.

Telestaff will be the database that is used to fill all shift overtime opportunities and will be maintained by the Battalion Chiefs. They will be responsible for authorizing overtime and hire back. All overtime hours, excluding special assignment 7(g), will be entered into the database. The following ranks/classifications are acceptable for overtime assignments:

- Company Officer for Company Officer
- Engineer for Company Officer
- Officer Candidate for Officer
- Acting out of class for Officer
- Engineer for Engineer
- Engineer for Firefighter
- Firefighter/Paramedic or Firefighter for Engineer
- Firefighter/Paramedic or Firefighter for Firefighter
- Firefighter/Paramedic for Firefighter/Paramedic
- Firefighter for Firefighter/Paramedic

A minimum of two (2) Firefighter/Paramedics must be maintained for each transport advanced life support unit. One (1) Firefighter/Paramedic must be maintained for each non-transport advanced life support unit.

Telestaff will maintain an accurate rotation list based on overtime hours worked. Telestaff or the Battalion Chief will contact the person whose name appears next on the rotation list generated by the database. If that person accepts the assignment, the appropriate information shall be entered into the database and the person's place on the rotation list will be adjusted accordingly. If the person refuses the overtime or does not respond, the Battalion Chief will then continue down the rotation list in the order provided by the database. A refusal of overtime or failure to respond shall not adversely impact an employee's placement on the rotation list. On every odd numbered year, the electronic database shall be reset to zero.

At the time when a probationary member becomes eligible for overtime, that member will be placed at the bottom of the list, and given the highest total on the list as of that day. Any member of the bargaining unit promoted to the rank of Lieutenant, will be placed at the bottom of that hire back list, and given the highest hour total on the list as of that day.

Contact phone numbers for overtime will be maintained in Telestaff. Employees are responsible for updating contact number(s) in Telestaff and may also be contacted while on duty.

The Union and the Department, through the labor-management process and upon mutual agreement, will update and make necessary changes to the database and the Department policy regarding filling of vacancies

**Section 3 - Mandatory Overtime.** Mandatory overtime of a bargaining unit member created by the absence of a Battalion Chief will be compensated at double the member's hourly rate. The double time is only for the most senior member forced back provided that only the actual individual forced back shall be entitled to the double time (not the member filling in for that individual). Mandatory overtime created by the Battalion Chief is defined as when the Battalion Chief is absent and five (5) bargaining unit members are absent due to FLSA, holiday or vacation time. If a member who is going to be forced back has a previously scheduled vacation, holiday or FLSA day for the following shift day, he/she shall not be eligible for the mandatory overtime, unless an emergency is declared pursuant to this Article. It shall be the affected member's responsibility to notify the Battalion Chief that he/she is not eligible for the mandatory overtime.

Mandatory overtime will not be entered on the overtime list, and that employee will retain his/her position in the overtime rotation. An employee who has been mandatorily held over will have the option of calling other employees to fill the vacancy, and may request the Battalion Chief to send out a group page notifying off duty personnel of the mandate. If another employee is found to fill the vacancy and work the remainder of the shift, the Battalion Chief shall be notified of the replacement and the starting time.

Employees shall not contact the Battalion Chief to determine their eligibility for overtime. Inquiries should only be made in person.

## ARTICLE 35
## ACCUMULATED VACATION TIME

Accumulated vacation time shall be paid to full employment status employees at the time of separation from Village employment, provided that the employee has been employed by the Village for at least one (1) year and has given at least two (2) weeks' notice of resignation or retirement, or upon the death of such an employee to the employee's designated life insurance beneficiary(ies) or, if none, estate. Employees who are involuntarily dismissed or terminated for disciplinary reasons, shall not be entitled to accumulated vacation pay.

Employees shall not be allowed to carry more than ten (10) tours of duty accumulated vacation time from one calendar year to the next. Employees with over ten (10) tours of duty will have the option of buying back annually less than twelve (12) hours of vacation time at straight time rate. It is understood that only employees with less than twelve (12) hours of vacation time at the end of the calendar year will have the buy-back option.

## ARTICLE 36
## LABOR-MANAGEMENT CONFERENCES

**Section 1.** The Union and the Employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall be quarterly as agreed by both parties at a mutual time and place. In addition to quarterly meetings, either party may request a meeting at least seven (7) days in advance by placing, in writing, a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting. Such meetings shall be held in the Fire Department or other mutually agreed upon place and limited to:

a. Discussing the implementation and general administration of this Agreement.

b. A sharing of general information of interest to the parties.

c. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.

**Section 2.** It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences", nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

**Section 3.** Attendance at "Labor-Management Conferences" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

## ARTICLE 37
## LAYOFFS

**Section 1.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees shall be laid off in accordance with the procedures set forth in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18.

**Section 2.** Employees will be provided with two (2) weeks' notice of any layoffs.

**Section 3.**

A. Employees who are laid off shall be placed on a recall list for a period of two (2) years. Employees on said recall list have the obligation to keep the Village advised in writing of their current address. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they

are presently qualified to perform the work in the job classification from which they were laid off.

B. Within fourteen (14) calendar days after receiving notice of recall, the employee must advise the Village in writing that he or she accepts reemployment and will be able to commence employment on the dates specified in the notice or as otherwise mutually agreed upon. The Village may require that employee undergo and pass a medical examination at the Village's expense prior to being accepted for reemployment.

C. An employee who declines recall or who fails to respond as directed within the time allowed shall be presumed to have resigned and shall forfeit any and all reemployment rights.

## ARTICLE 38
## DUES DEDUCTION AND FAIR SHARE

**Section 1 - Dues Deduction.** While this Agreement is in effect, the Village will deduct one and one half percent (1.5%) of the top paid firefighter's salary from each employee's biweekly paycheck who has filed with the Village a voluntary, effective checkoff authorization on the form attached hereto as **APPENDIX H**.

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date shall remain as members of the Union during the term of this Agreement unless such membership and/or dues authorization are revoked by written notice to the Village and the Union with a thirty (30) days' advance notice.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer burden of administering this provision.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The

Union may change the percent which will be considered the regular monthly fees twice each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of dues to be deducted.

**Section 2 - Fair Share.** Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

With respect to any employee on whose behalf the Village has not received a written authorization as provided for above, the Village shall deduct from the wages of the employee the fair share financial obligation including any retroactive amount due and owing, and shall forward said amount to the Union subject only to the following:

1. The Union has certified to the Village that the affected employee has been delinquent in his obligations for at least thirty (30) days;

2. The Union has certified to the Village that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

3. The Union has certified to the Village that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an

impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

**Section 3 - Objections on Other Grounds.** Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes not germane to the collective bargaining process, contract administration and matters affecting employee wages, hours and conditions of employment.

Any such employee with any such objection shall process his/her objection in accordance with the notice and objection procedure established by the Union, which procedure shall be consistent with the requirements of the law.

**Section 4 - Religious Objections.** The obligation to pay a fair share fee to the Union shall not apply to any employee, who on the basis of a bona fide religious tenet, teaching or a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

**Section 5 - Indemnification.** The Union agrees to indemnify and save the Village harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Union or Village in complying with the provisions of this Article.

## ARTICLE 39
## PROMOTIONS TO THE RANK OF CAPTAIN, LIEUTENANT, AND ENGINEER

**Section 1 – General.** Except as modified by the terms of this Article, the procedures for promotions to the ranks of Captain, Lieutenant, and Engineer shall be in accordance with the provisions of the Fire Department Promotional Act, 50 ILCS 742/5 et seq. ("The Act"), which is attached hereto and incorporated herein as APPENDIX J.

This Article shall supersede all Rules and Regulations of the Board of Police and Fire Commissioners of the Village of Downers Grove specifically relating to the promotional process to the ranks of Captain, Lieutenant, and Engineer.

**Section 2 – Vacancies.** A vacancy shall be deemed to occur in a position covered by this Article on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the Village. If a vacated Captain, Lieutenant, or Engineer position is not filled due to the lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all Captain, Lieutenant, and/or Engineer positions vacated have been filled or for a period of five (5) years beginning from the date on which the position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

**Section 3 – Eligibility.** To be eligible for promotion to the rank of Captain employees must:

1. have at least five (5) years of service as a Lieutenant with the Downers Grove Fire Department (DGFD) as of the date of the close of applications for the

promotional process; and

2. be a Provisional or Certified Fire Officer 2 as of the date of the close of applications for the promotional process.

To be eligible for promotion to the rank of Lieutenant employees must:

1. have at least five (5) years of service with the Downers Grove Fire Department as of the date of the close of applications for the promotional process; and,

2. be a Provisional or Certified Fire Officer 1 as of the date of the close of applications for the promotional process.

To be eligible for promotion to the rank of Engineer employees must:

1. have at least five (5) years of Service with the Downers Grove Fire Department as of the date of the close of applications for the promotional process; and

2. be a Certified Fire Apparatus Engineer as of the date of the close of applications for the promotional process.

**Section 4 - Components of the Promotional Process and the Weighting of Components.** All examinations shall be impartial and shall relate to those matters that will test the candidate's ability to discharge the position to be filled. The placement of eligible candidates on the Captain, Lieutenant, or Engineer promotion list shall be based on the points achieved by the candidate on each of the following components:

| Order of Administration | Components | Weighting Percentage |
|---|---|---|
| 1 | Seniority | 10% |
| 2 | Ascertained Merit | 10% |
| 3 | Chief's Point | 10% |
| 4 | Assessment Center | 20% |
| 5 | Oral Interview | 10% |
| 6 | Written Examination | 40% |

Each eligible candidate shall be entitled to participate in all components of the

promotional process. If a candidate wishes to withdraw from the promotional process before the completion of all components of the promotional process, the candidate shall advise the Village Human Resources Director in writing.

**Section 5 - Promotions Process.**

Seniority. Seniority shall be calculated based upon whole months of completed service as of the date of close of applications. Seniority shall be calculated as follows:

- Candidates shall be granted .3333 point for each completed month of full-time service (4 points per year) with the Village of Downers Grove Fire Department.

- The total point value shall not exceed 100 points, based upon twenty-five (25) or more years of service.

Ascertained Merit. Ascertained merit will be awarded using the following criteria (0-100 points possible):

Ascertained Merit

| Degree | Points |
|---|---|
| Master's Degree | 30 |
| Bachelor's Degree | 25 |
| Associate's Degree | 15 |

No stacking of College Degrees. Only the highest number of points for any degree shall count towards ascertained merit, not to exceed a maximum of 30 points.

Ascertained Merit for State Certifications (see **APPENDIX K**) shall not exceed 70 points.

Chief's Points. The Fire Chief shall rate each candidate from 0 to 100 points. The Fire Chief shall assign points based on his/her assessment of each candidate's qualification and abilities to perform the duties of Captain, Lieutenant, and Engineer. The Chief's points shall be based on job related criteria. Such criteria shall be disclosed to all candidates at least 90 days prior to the awarding of points. The Fire Chief will submit his points to the Village Human Resource Director.

Assessment Center. There shall be a practical assessment of pertinent skills for each rank. The parties shall request from the Office of the State Fire Marshall ("OSFM") a list of certified assessors consisting of a panel

equal to at least two and one-half (2 ½) times the number of assessors to be selected. The parties shall select assessors from the list provided by OFSM. Within 7 days following the receipt of the list, the parties shall notify OSFM of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided until the required number of assessors and alternates remain. A coin toss shall determine which party strikes the first name. In the event an assessor is not able to participate in the assessment center process for which he was selected, either party may request that additional names of certified assessors be provided. The Union shall be notified and be entitled to monitor any preliminary meeting between certified assessors and representatives of the Village prior to the administration of the test to candidates for promotion.

Each candidate may be awarded up to 100 points for the assessment center portion of the exam.

Oral Interview. The oral interview shall be conducted by the Board of Police and Fire Commissioners. The questions shall be job related and be applied uniformly for all candidates.

Written Examination. The written examination shall be administered after all the other components have been administered. The subject matter of the written examination shall fairly test the capacity of the candidate to discharge the duties of Captain, Lieutenant, or Engineer. The written examination shall be developed by an independent outside agency agreed to by the parties and shall have been independently validated. The Union shall not withhold approval of the independent outside agency without just cause. The examination shall be based only on the contents of written materials that the Village has identified and made available to potential examinees at least ninety (90) days before the examination is administered. The department will provide copies of all such written materials at each station and such written materials may not be removed from any fire station.

**Section 6 - Scoring of Components and Posting of Preliminary Promotion List.** The scores for each component of the promotional process shall be disclosed individually to each candidate and shall be posted anonymously with each candidate being given an assigned number on the bulletin board at each fire station after each component is completed and before the next component is administered. Once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall

be prepared by the Village Human Resources Director on which candidates shall be ranked in order from the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

**Section 7 - Veteran's Preference Points and Posting of Final Promotion List.** A candidate on the preliminary promotion list who is eligible for veteran's preference points under applicable law may file a written application for the preference within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's preference points shall be added to the candidate's total score on the preliminary promotion list. The Village Human Resource Director shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points that have been awarded. The final promotion list shall then be posted on the bulletin board at each fire station listing in rank order from the highest to lowest scores of all candidates.

**Section 8 – Monitors.** Each party shall be entitled to two impartial persons to monitor the promotional exam process. The observers may not be eligible candidates for the promotional process for this or any future exam for the rank.

**Section 9 – Right to Review.** Any affected person who believes an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list or veteran's preference shall be entitled to a review of the matter in accordance with the grievance and arbitration process contained in Article 9 of this Agreement.

**Section 10 - Duration of Final Promotion List.** A final promotion list shall be effective for a period of two years from the date of its posting or the date that the list is

exhausted, whichever occurs earlier.

## ARTICLE 40
## DISCIPLINE AND DISCHARGE

**Section 1.** Where appropriate, discipline in the Fire Department shall be progressive and corrective designed to improve behavior, not merely to punish. The Fire Chief or his designee(s) shall have the exclusive right to issue all discipline (verbal and written warnings, suspensions, demotions, and discharge), without resort to the Village's Board of Fire and Police Commissioners. Discipline issued by the Fire Chief or his designee, if appealed, shall be appealed either to the Board of Fire and Police Commissioners or through the parties' grievance mechanism set forth in Article 9 of the Agreement in accordance with and to the extent authorized by Article 9 and Section 4 of this Article.

**Section 2.** The employee may file a written reply to any oral reprimand. If the Employer has a reason to reprimand an employee, it should be done in a manner that will not embarrass the employee before other employees or the public. All discipline will be completed within 90 business days of the Employer's knowledge of the occurrence. In order to meet this deadline, the Employer shall have the right to order employees to make themselves available provided such request is reasonable under the circumstances and otherwise consistent with the law.

**Section 3.** The Employer agrees that employee shall be suspended and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union.

**Section 4.** Except as otherwise agreed to in Article 9, disciplinary action or termination may be appealed to and be subject to the jurisdiction of the Board of Fire

and Police Commissioners according to applicable State law or the grievance procedure set forth in Article 9 of this Agreement. The parties agree that the grievance procedure set forth in Article 9 and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police Commissioners. Furthermore, the parties agree that the pursuit of a grievance under this Agreement shall act as a specific waiver by the Union and the involved employee of the right to challenge the same matter before the Board of Fire and Police Commissioners and a form containing such specific waiver shall be executed by the Union and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement. An employee initially seeking review by the Board of Fire and Police Commissioners who subsequently elects to file a grievance within the appropriate time limits may only do so prior to any hearing before the Board. An employee so filing a grievance shall immediately withdraw his/her request and waive any and all rights to additional hearing(s) before the Board.

Any employee found to be unjustly suspended or discharged should be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment without prejudice unless a remedy is agreed upon or otherwise deemed appropriate.

**Section 5.** Disciplinary actions recorded in the employee's personnel file shall not be used after 3 years for more than a 24 hour suspension, unless it is for a similar or repeat offense. It will be the employee's responsibility to have the following removed from his/her personnel file:

Oral reprimands – after a period of one (1) year;

Written reprimands – after a period of two (2) years.

**Section 6.** Employees shall be entitled to have a Union representative at all meetings with the Employer where the employee reasonably believes that discipline may be imposed.

**Section 7.** Prior to taking any final disciplinary action which would result in either a suspension or a discharge, the Employer shall notify the employee of the contemplated measure of discipline to be imposed and shall permit the employee to respond to the charges either orally or in writing. The employee shall be entitled to Union representation at any meetings held pursuant to this subsection and shall be given the opportunity to rebut the charges.

## ARTICLE 41
## HOSPITALIZATION, DENTAL AND OPTICAL INSURANCE

**Section 1 - Health Insurance.** The Employer's hospitalization plan in effect when this Agreement is ratified, including dental and optical, shall continue for bargaining unit employees during the term of this Agreement provided, however, the Village reserves the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, as long as the new coverage and benefits for bargaining unit employees are substantially similar to those in effect when this Agreement is ratified. The Union President and/or his/her designee(s) shall attend and participate in meetings regarding the review and recommendation of insurance programs including, but not limited to insurance carriers, benefit levels or to self-insure as it deems appropriate. The Union shall use its best efforts to ensure that said designee(s) shall serve a minimum of a two (2) year term. Such attendance and participation in meetings shall not constitute a waiver of any position the Union may have with respect to changes in

insurance carriers, benefit levels or to self-insure under this Article. Copies of the hospitalization plan will be made available upon request for information purposes.

In recognition of the desirability of maintaining a uniform health insurance policy or plan Village-wide with respect to employee insurance benefits the parties agree that if the Village makes any changes, modifications, or improvements with respect to the hospitalization plan (including employee contribution levels, cost sharing and cost containment changes) that are applicable to other full-time, non-bargaining unit Village employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to such other Village employees as long as the new coverage and benefits for bargaining unit employees are substantially similar (based on the totality of the coverage and benefits) to those in effect when this Agreement is ratified.

**Section 2 - Life Insurance.** The Employer shall supply each full-time employee covered by the terms of this Agreement with term life insurance in the amount of $100,000.

## ARTICLE 42
## SECONDARY EMPLOYMENT

**Section 1 - Permitted Conditions.** Employees may engage in other employment outside of official duty hours provided that notification based on the limitations set forth in this Article is provided to the Fire Chief and the Human Resources Director in the form attached hereto as **APPENDIX D**.

**Section 2 - Limitations on Outside Employment.**

a. Employees may engage in other employment outside of official duty hours provided that this employment meets with the requirements of the Village Administrative Regulation and/or Personnel Manual.

b. Employees who are elected, as officers for the union (IAFF) are exempt from the secondary employment provision as it pertains to their union responsibilities.

## ARTICLE 43
## APPARATUS STAFFING

The minimum staffing levels for each Fire Department vehicle listed below that the Fire Department decides to place in service shall be:

3 personnel on each in-service Engine Company (1 FF/Paramedic minimum)
3 personnel on the in-service Truck or Squad Company (1 FF/Paramedic minimum)
2 personnel on each in-service Ambulance (2 FF/Paramedic minimum)

For the purpose of unforeseeable emergencies (e.g., a firefighter is needed to drive an ambulance to the hospital: a firefighter becomes incapacitated due to injury or illness; or a state of an emergency), the Fire Department may temporarily deviate from the above mentioned staffing levels, provided that the Fire Department, at its earliest convenience, undertakes the necessary steps to restore the proper staffing levels. Efforts to restore the staffing levels include, but are not limited to, detailing personnel from another apparatus, hiring back off-duty personnel or placing a vehicle out-of-service.

# ARTICLE 44
## PHYSICAL STANDARDS

**Section 1 - Physical Examinations.** Each employee shall be required to take an annual physical exam at the expense of the Village to determine their fitness for duty and their ability to wear and use a respirator. The physicals shall be in accordance with NFPA 1582 - Standard on Medical Requirements for Fire Fighters and applicable IDOL/OSHA Standards (OSHA 1910.134 and 1910.120). Such physicals shall be administered under the supervision of a licensed medical doctor designated by the Village and following consultation with the Union president. The Union President shall have the right to be involved at each stage of the procurement process (RFP drafting, proposal review, interviewing, etc.).

1. All medical records shall remain confidential. Following the physical, the Fire Chief and employee shall receive a letter stating the employee is "fit for duty" or "not fit for duty" and that they are "able to wear and use a respirator" or "not able to wear and use a respirator."

2. Should an employee be determined not fit for duty as a direct result of the Department physical described herein due to an illness or disease that is not job-related, the physician shall inform the employee which portion of the standard they are not in compliance with. If requested by a member, the Department physician shall consult with the member's treating physician and/or specialist regarding the member's fitness for duty. If a consensus is not reached between the Department physician and the treating physician/specialist, the member shall be evaluated by a neutral third physician who: (a) is not affiliated with the Department's or member's physicians; (b) has not previously evaluated the member; (c) is a specialist or expert regarding the condition in question and (d) has been provided with a copy and taken into consideration NFPA 1582. The third party physician shall be approved by both parties and shall be at the member's sole expense.

3. The employee will have the option of up to 30 calendar days of administrative leave. At the end of the initial 30 calendar day period of administrative leave, an employee may apply for a second 30 calendar day period of administrative leave, subject to approval by the Fire Chief, and following a consultation between the Fire Chief, the employee, the physician, the employee's treating

physician and at the employee's discretion, the president, vice-president or secretary of the Union. The consultation shall not be postponed or delayed in order to accommodate the Union's participation. At the end of the 60 calendar days, if the employee is not cleared for full duty, the employee will then be required to utilize accrued sick time or any other remedies that may be available to him/her

**Section 2 –Physical Fitness.** All employees shall take part in a comprehensive, integrated fitness plan based on individual needs and assessments, by a qualified peer fitness trainer, while on duty. So long as they participate and evidence a good faith effort to meet the guidelines in their individual fitness prescription, an employee shall not be subject to discipline, provided the employee is medically fit for duty. For purposes of this Section, *good faith effort* shall be defined as participating in a minimum of two (2) hours per month towards the member's fitness prescription if a member works four (4) tours of duty or more per month or one-half (1/2) hour per tour of duty if a member works three (3) or less days per month.

Employees may utilize the Village's exercise facilities on a voluntary basis outside of their scheduled work hours, provided that the off duty time spent on these activities shall not be considered hours worked under the Collective Bargaining Agreement or the Fair Labor Standards Act and shall not be covered by the Worker's Compensation Insurance.

**Section 3 - Savings Clause.** During the remaining term of this Agreement, if there is a substantial change in the identity of the licensed medical professionals conducting the physical exams described in this Article, or if changes to the Village medical insurance plan increase the cost for the base physical examination, the Village and the Union shall upon the request of either party, meet as soon as possible following such change to review the matter.

# ARTICLE 45
## ACTING OUT OF JOB CLASSIFICATION

**Section 1 - Assignment of Employees to Work Out of Classification.** The assignment of employees to work out of classification shall be the responsibility of the Battalion Chief.

1. For the purpose of acting out of class as a Battalion Chief, the highest-ranking officer by time in grade working that day will fill the position.

   (a) Any Officer who does not wish to work in an Acting Out of Class capacity shall sign a waiver (attached hereto and incorporated herein by reference as **APPENDIX B**) valid for a calendar year beginning January 1st. Signed waivers must be submitted to the Fire Chief no later than December 15th for the upcoming year. The waiver shall state that the individual does not wish to work in an Acting Out of Class capacity and that he/she will not participate in any appointment process for one (1) year following the expiration date of the last waiver signed. Regardless of this waiver, the Fire Chief retains the right to order the most senior Officer to Act Out of Class if all members working on any given day have signed waivers.

2. For the purpose of acting out of class for a company officer:

   (a) The Engineer will AOC as Lieutenant first.

   (b) The current eligibility list for lieutenant as put forth by the Board of Fire and Police Commissioners will be followed in order as the basis for filling the position of Company Officer for vacancies of more than eight (8) hours. This position may be filled by the highest person on the eligibility list on duty regardless of duty shift assigned. For vacancies of eight (8) hours or less, the position may be filled by the highest person on the eligibility list on duty at that station, if available.

   (c) Any Firefighter/Paramedic or Firefighter not appearing on the valid Board of Fire and Police Commissioner's Promotional list and who does not wish to work in an Acting Out of Class capacity shall sign a waiver (attached hereto and incorporated herein by reference as **APPENDIX B**) valid for a calendar year beginning January 1st. Signed waivers must be submitted to the Fire Chief no later than December 15th for the upcoming year. The waiver shall state that the individual does not wish to work in an Acting Out of Class capacity and that he/she will not participate in any promotional

process for one (1) year following the expiration date of the last waiver signed. Regardless of this waiver, the Fire Chief retains the right to order the most senior Firefighter/Paramedic or Firefighter to Act Out of Class if all members working on any given day have signed waivers.

**Section 2 - Pay For Work Out of Classification.** An employee who is assigned to the duties of a classification other than his regular classification shall be paid as follows:

1. Employees assigned to act as Lieutenants or Captains shall receive the base rate of pay for the Lieutenant classification.

2. Employees assigned to act as Battalion Chief shall receive the base rate of pay for the Shift Battalion Chief Classification.

## ARTICLE 46
## DRUGS AND ALCOHOL

**Section 1 - General Policy Regarding Drugs and Alcohol.**

A. **Statement**. The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Downers Grove Fire Department present unacceptable risks to the safety and well being of other employees and the public, invite accidents, injuries and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the Department's employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

**Section 2 - Definitions.**

A. *"Drugs"* shall mean alcohol, cannabis or any controlled substance listed in the schedules of the Illinois Compiled Statutes, 2003, 720 ILCS 570/204-217 known as the Controlled Substances Act, provided that the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may have adverse effects on perception, judgment, memory and coordination.

A listing of some of the drugs covered by this policy is as follows:

| | | |
|---|---|---|
| Opium | Methaqualone | Psilocybin-Psilocin |
| Morphine | Tranquilizers | MDA |
| Codeine | Cocaine | PCP |
| HeroinAmphetamines | Chloral Hydrate | Ecstasy |
| Meperidine | Phenmetrazine | Methylphenidate |
| Marijuana | LSD | Hash |
| Barbiturates | Mescaline | Hash Oil |
| Glutethimide | Steroids | |

B. *"Impairment"* due to drugs or alcohol shall mean conditions in which the employee is unable to properly perform his or her duties due to the effects of drugs or alcohol in his or her body, where impairment exists (or is presumed), incapacity for duty shall be presumed.

C. *"Positive Test Results"* means a finding of the presence of alcohol, drugs and drug metabolites in sufficient quantity that establishes, based on accepted scientific principles, that the employee has used or consumed the specific drug. Information about the employee as related to the test, including results of any tests, will be kept confidential pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"). 45 C.F.R.§164.512. Only those persons, out of necessity, will be made aware of the existence of a test or the result.

The parties agree to use the following cut-off levels set forth in Code of Federal Regulations for the drugs listed therein:

The following "initial test" cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs.

| | **Initial Test Level** |
|---|---|
| Marijuana metabolites | 50 ng/ml |
| Cocaine metabolites | 300 ng/ml |
| Opiate metabolites | 2000 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | 1000 ng/ml |

10 C.F.R. 26, Appendix A, Subpart b, 2.7(e)(1)

All specimens identified as positive on the initial screening test shall be confirmed using Gas Chromatography/Mass Spectrometry ("GC/MS") techniques at the cutoff levels listed below:

| | **Confirmatory Initial Test Results** |
|---|---|
| Marijuana metabolites* | 15 ng/ml |
| Cocaine metabolites** | 150 ng/ml |
| Opiates: | |
| Morphine | 2000 ng/ml |
| Codeine | 2000 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines: | |
| Amphetamine | 500 ng/ml |
| Methamphetamine | 500 ng/ml |

* Delta-9-tetrahydrocannabinol-9-carboxylic acid
** Benzolyecgonine

The above cutoff levels have been established based on explanation for the positive reading.
10 C.F.R. 26, Appendix A, Subpart B, 2.7(f)(2)

D. The term *"drug abuse"* includes the use of any illegal or controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

**Section 3 - Prohibitions.** Firefighters shall be prohibited from:

a. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer.

b. Using or selling, or purchasing or delivering any illegal drug during the work day or when off duty.

c. Being under the influence of alcohol or drugs during the course of the workday.

d. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking. Violations of these prohibitions will result in disciplinary action up to and including discharge.

**Section 4 - The Administration of Tests.**

A. ***Informing Employees Regarding Drug Policy.*** All employees will be fully informed, in writing, of the Employer's drug testing policy. At contract execution, all current employees will be given a copy of the Drug and Alcohol Testing Policy. All newly hired employees will be provided with a copy at the start of their employment. The Drug and Alcohol Testing Policy will provide information concerning the impact of the use of drugs on job performance, and will inform the employees of how the tests are conducted, when the test will be conducted, what the test can determine, and consequences of testing positive for drug use.

B. ***When a Test May be Compelled.*** Where there is reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol or is impaired while on duty, that employee may be required to report for drug testing. When a station officer has reasonable suspicion to suspect that an employee is impaired or under the influence of alcohol or drugs, that station officer shall confirm that suspicion if

practicable. If reasonable suspicion exists, the Union shall be notified and the Village shall arrange for the drug test. An employee may be required to undergo random drug and/or alcohol testing, without reasonable suspicion, whenever such employee has tested positive for drugs or has been found to be under the influence of alcohol during the prior twelve (12) months. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a positive test result as well as a refusal of a direct order and will be cause for discipline up to and including discharge.

C. ***Reasonable Suspicion Standard.*** Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or drugs. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from alcohol or controlled substances; or

2. Information provided by an identifiable third party which is independently corroborated.

It is understood that a drug or alcohol test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;

2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug abuse or alcohol abuse;

3. When an employee is involved in an on-duty accident involving a moving motor vehicle or an individual from outside the Department;

4. When there is reasonable suspicion of abuse; or

5. At any time, provided the employee has tested positive for drugs or has been found to be under the influence of alcohol during the prior twelve (12) months.

In the event an employee is directed to take such a test, the Village shall provide the employee, upon request, a written statement of the basis for the test within 48 hours of the request. If the employee is to be tested due to an on-duty accident involving a moving motor vehicle or an individual from outside the Department, such employee shall not drink alcohol for eight (8) hours or until the test occurs, whichever is first. The employee must remain available for testing after an accident. If he/she does not remain available, unavailability will be considered a refusal of a direct order as well as a positive result.

D. ***Order to Submit to Testing.*** At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee, upon request, a written statement of the basis for the test within 48 hours of the request. The employee shall be permitted to consult with a representative of the employee at the time the order is given. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act". A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

**Section 5 - Conduct of Tests and Drug Testing Standards.** In conducting the test authorized by this Agreement, the Employer shall use only a laboratory or hospital facility that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

**Section 6 - Voluntary Request for Assistance.** The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment,

counseling or other support for an alcohol or drug-related problem unless the request follows the order to test an employee or unless the employee is found impaired on the job. The Employer may, however, require reassignment of the employee with pay if he or she is then unfit for duty in his or her current assignment and if another assignment is available in which the employee is qualified and able to perform. The Employer shall maintain and make available an Employee Assistance Program pursuant to which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above. When undergoing treatment and evaluation, employee shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

**Section 7 - Treatment and Employment Status.** If the nature of the EAP or treatment program (e.g., out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status with the exception of possible reassignment as set forth in Section 6 above. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. Such leave, including sick leave, vacation time and/or paid leave, may not exceed one (1) year. At the end of the leave, the employee shall be returned to his or her former position with no loss of seniority or accumulated benefits. An employee may use accumulated sickness or disability benefits during the treatment period.

Nothing in this Section shall prevent an employee from seeking treatment or taking leave more than one (1) time a year.

**Section 8 - Confidentiality of Test Results.** The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Director of Human Resources, the Village Attorney, the Village Manager and/or the designee of the various Directors and such other officials as may be mutually agreed to by the parties. Such additional designations will be made on a need-to-know basis. If the employee is represented by a Union and consents in writing, test results will be disclosed to the employee's Union. Test results will not be disclosed externally except where the person tested consents. Any member whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Prior to return to work after a leave of absence due to drug or alcohol abuse problems, the employee and the Village shall enter into an agreement detailing the conditions of the employee's return to work. This agreement will be outlined to employee and Union representation if requested by the employee.

**Section 9 - Alcohol Test Standards.** Alcohol concentration shall mean either grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath. (625 ILCS 5/11-501.2(a)(5).

Any employee who is not in a safety-sensitive driving position whose test result reveals an alcohol concentration of .04 or higher is considered to be unfit for duty pursuant to 10 C.F.R. 26.24(g), to have a positive result, and is presumed impaired

**Section 10 - Discipline.** All disciplines in situations involving a positive drug/alcohol test shall be administered as specified below:

***First Positive.*** In the first instance that an employee tests positive on the confirmatory tests for drugs or is found to be under the influence of alcohol, the

employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee's agreeing to:

A. Undergo appropriate treatment as determined by the physician(s) involved;

B. Discontinue use of illegal drugs or abuse of alcohol;

C. Complete the course of treatment prescribed, including an "after-care" group for a period of twelve (12) months;

D. Submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to the foregoing shall be subject to discipline, up to and including discharge. The Employer may use the positive test result as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

***Second Positive.*** Employees who test positive on the confirmatory tests for drugs or who are found to be under the influence of alcohol during their working hours on two occasions shall be discharged, and the penalty shall not be subject to the grievance procedure and neither an arbitrator nor the Village Fire and Police Commission shall have the authority to review or modify the penalty. However, it is within the discretion of the Fire Chief, in lieu of discharge, to allow said employee to be suspended for an additional thirty (30) calendar days on the condition that the employee agrees to continue treatment and to the other conditions of such suspension as specified above.

***Third Positive.*** Employees who test positive or who are found to be under the influence of alcohol a third time shall be discharged. The penalty shall not be

subject to the grievance procedure and neither an arbitrator nor the Village Fire and Police Commission shall have the authority to review or modify the penalty.

## ARTICLE 47
## FILLING OF VACANT POSITIONS

This Section applies to the filling of a vacancy in a bargaining unit position caused by a separation from employment or promotions, provided the Village has decided to fill such vacancy. Lateral transfers covered by the Section shall proceed as follows:

1. Vacancies shall be posted at each fire station for a period of fourteen (14) days. Any lateral transfer requests must be submitted to the Fire Chief or his designee within this fourteen day posting period.

2. In the event more than one (1) employee submits a timely transfer request to the Fire Chief or his designee for the position, the vacancy shall be filled by granting the request submitted by the employee with the greatest departmental seniority, provided such employee is deemed qualified for such position by the Village.

3. In the event no lateral transfer requests are received by qualified employees in a timely fashion, the Fire Chief shall make such assignment as he may deem appropriate, irrespective of seniority.

## ARTICLE 48
## DURATION AND RENEGOTIATIONS

**Section 1 - Duration and Notice.** This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later

than ninety (90) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

**Section 2 - Impasse Resolution.** In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be referred to interest arbitration in accordance with the Illinois Public Labor Relations Act.

**Section 3 - Ratification and Enactment.**

A. If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period, the following procedure shall apply:

1. The agreement will first be presented to the Union membership with the Union Executive Board's recommendation for ratification. Union members shall have a minimum of fourteen (14) days to review the final agreement prior to ratification.

2. Within ten (10) days after ratification by the Union membership, the Agreement shall be submitted to the Village Council, with the Village Manager and the Fire Chief's recommendation for ratification. The Employer and Union shall cooperate to secure this legislative approval.

3. In the event the Village Council should reject the recommended Agreement, the parties shall meet again within five (5) days of the legislative vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for the rejection; but either party may thereafter invoke arbitration.

B. The Employer agrees to adopt this Agreement, negotiated or arbitrated, pursuant to its municipal legislative authority. Such action by the Village shall commit the Village to enact no subsequent ordinance, executive order or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

**LOCAL 3234**

President

Attest:

Vice-President

**VILLAGE OF DOWNERS GROVE**

Village Manager

Attest:

Village Clerk

deputy

1\Enza\FD-Negot\2014\Final CONTRACT 2014-2018-8-5-14

VILLAGE OF DOWNERS GROVE ILLINOIS

# APPENDICIES

**APPENDIX A**

## SIDE LETTER RE: PARAMEDICS

Those paramedics who were not hired through the Board of Fire and Police Commissioners shall be commissioned retroactively to their date of employment with the Village.

**APPENDIX B**

# ACTING OUT OF CLASS WAIVER

---

This form must be turned in by December 15th to be valid for the following year.

I, _____, am waiving my right to Act Out of Class for the position of Battalion Chief/Lieutenant (circle one) for the Calendar year _____. I understand that this waiver is in conjunction with Article 45 and that by signing this form, I acknowledge that I am not eligible to participate in any promotional testing for a period of one (1) year following the expiration date of this waiver.

_____
Member's Signature

_____
Fire Chief's Signature

Date:_____

Date:_____

**APPENDIX C**

**RETURN TO WORK EVALUATION**
**VILLAGE OF DOWNERS GROVE**
**PHYSICIANS REPORT AND**
**RETURN-TO-WORK EVALUATION**

Employee's Name _____ whom I have examined or treated for an illness/injury which occurred on _____ (date).

**Description of job duties:** Please see attached job description. (Personnel Officer will provide appropriate job description and attach.)

_____

_____

_____

TO BE COMPLETED BY PHYSICIAN:

Diagnosis: _____

_____ Patient may accomplish light work as directed above: _____ yes _____ no
From _____ to _____.

_____ Patient can lift: ____ Up to 25 lbs. _____ Up to 50 lbs. _____ Over 50 lbs.

Lifting as indicated above can be performed during the work period:

_____ Occasionally _____ Frequently _____ Continuously

**Patient can use hands for repetitive movement to do:**

| | | |
|---|---|---|
| Simple grasping: | _____ yes | _____ no |
| Pulling and pushing: | _____ yes | _____ no |
| Repetitive writs motion: | _____ yes | _____ no |

Patient can use feet for repetitive movement in operating foot controls: _____ yes _____ no

**Patient is able to:**

| | | | |
|---|---|---|---|
| Bend | ____ Frequently | _____ Occasionally | _____ Not at all |
| Squat | ____ Frequently | _____ Occasionally | _____ Not at all |
| Climb | ____ Frequently | _____ Occasionally | _____ Not at all |

Duration on limitations indicated above: _____

_____ Patient may resume regular work.
_____ Patient will be disabled to perform any work until approximately _____ (date).
_____ Further treatment is needed.
_____ No further treatment is needed.

Physician _____ _____
Signature Date

1\mw\forms\ret-2-work-evaluation

**APPENDIX D**

# Outside Employment

## Outside Employment Notification

**EMPLOYEE INFORMATION**

Enter the **EMPLOYEE NUMBER** and click **AUTOFILL**. Items in **BOLD** are required.

| | | | |
|---|---|---|---|
| First Name: | Last Name: | **Employee Number:** | Social Security Number: |
| Address: | City/State: | Zip: | Phone Number: |
| Position: | Grade: | Department/Division: | **Effective Date:** |

AutoFill

**EMPLOYEE'S DEPT/DIVISION**

Select the Department/Division that the employee falls under.

**OUTSIDE EMPLOYMENT INFO**

Enter below the outside employment information. If multiple schedules, please separate with comma.

| | |
|---|---|
| Name of Employer: | |
| Address of Employer: | |
| Number of hours per week/per month: | |
| Schedule [e.g. MWF(6PM-11PM), TTH (1PM) ]: | |

**ASSOCIATED DOCUMENTS**

Are there associated documents for the PAR? If so, please note the PAR ID for indexing/associating these related documents.

YES NO

**AUTHORIZATION**

I have discussed this with the above-indicated employee and the employee acknowledges that this outside employment will in no way interfere with his/her principal employment with the Village and is in keeping with the Personnel Manual regulations 2.11:

YES NO

I have reviewed this request for outside employment, and from the information submitted, this in no way interferes with the performance of duties of the position and will not jeopardize the service of the department:

| | | |
|---|---|---|
| **Department Director:** | **Date:** | **Approved:** YES NO |
| **Human Resources Director:** | **Date:** | **Approved:** YES NO |
| **Village Manager:** | **Date:** | **Approved:** YES NO |

Submit PAR Cancel

**APPENDIX E**

# VILLAGE OF DOWNERS GROVE
## STAS EMPLOYEE APPRAISAL
## SUMMARY OF SCORES
## SUPERVISOR'S EVALUATION

Name: _____ Evaluation Year: _____

Department: Fire Department Position: _____

| | | Wt. | Needs Improvement | | Meets Standards | | | Exceeds Standards | |
|---|---|---|---|---|---|---|---|---|---|
| | | | 1* | 2* | 3 | 4 | 5 | 6* | 7* |
| **Part I:** Objectives | | N/A | | | | | | | |
| **Part II:** S.O.P.'s | | 10% | | | | | | | |
| **Part III:** P E F O R M A N C E | 1. QUALITY OF WORK | 20% | | | | | | | |
| | 2. KNOWLEDGE OF WORK | 10% | | | | | | | |
| | 3. INITIATIVE | 10% | | | | | | | |
| | 4. RELATIONSHIP WITH PEOPLE | 20% | | | | | | | |
| | 5. JUDGEMENT | 10% | | | | | | | |
| | 6. QUANTITY OF WORK | 5% | | | | | | | |
| | 7. SAFETY PRACTICES | 10% | | | | | | | |
| | 8. ATTENDANCE & PUNCTUALITY | 5% | | | | | | | |
| | TOTALS | 100% | | | | | | | |

*Requires comment on other side.

TOTAL SCORE: _____

1.Rarely meets standards.
2. Not consistent in meeting standards.

_____ Date: _____
**Employee Signature**

_____ Date: _____
**Senior Director Signature**

**3. Minimally meets standards.**
**4. Consistently meets standards.**
**5. Meets and occasionally exceeds standards.**
**6. Often exceeds expectations.**
**7. Consistently exceeds expectations.**

**SUPERVISOR'S COMMENTS:**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

**EMPLOYEE'S COMMENTS:**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

**APPENDIX F**

**VILLAGE OF DOWNERS GROVE**
**FIRE DEPARTMENT CORRESPONDENCE**

Date:

To: Board of Fire and Police Commissioners
Fire Chief
Director of Human Resources

From:

Subject: Election Regarding Offer of Position as a Firefighter

I _____, currently employed with the Village of Downers Grove as a Firefighter/Paramedic, understand and agree that I have qualified for and been offered the employment position of Firefighter with the Village of Downers Grove Fire Department. I hereby elect to:

_____ accept the position of Firefighter with all rights, duties and obligations attendant thereto.

_____ decline the position of Firefighter and elect to continue employment as a Firefighter/Paramedic with all rights, duties and obligations attendant thereto.

_____
Signature

**APPENDIX G**

**VILLAGE OF DOWNERS GROVE**
**FIRE DEPARTMENT CORRESPONDENCE**

Date:

To: Board of Fire and Police Commissioners
Fire Chief
Director of Human Resources

From:

Subject: Election Regarding Offer of Position as a Firefighter/Paramedic

I _____, currently employed with the Village of Downers Grove as a Firefighter, understand and agree that I have qualified for and been offered the employment position of Firefighter/Paramedic with the Village of Downers Grove Fire Department. I hereby elect to:

_____ accept the position of Firefighter/Paramedic with all rights, duties and obligations attendant thereto.

_____ decline the position of Firefighter/Paramedic and elect to continue employment as a Firefighter with all rights, duties and obligations attendant thereto.

_____
Signature

**APPENDIX H**

**DOWNERS GROVE PROFESSIONAL FIREFIGHTERS**
**UNION LOCAL NO. 3234 OF THE**
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

The undersigned is a member of Downers Grove Professional Firefighters Union Local No. 3234 of the International Association of Firefighters ("Local 3234"), and by signing this document authorizes said local union to bargain collectively with my Employer on my behalf, to negotiate and conclude all agreements concerning wages, hours and all other conditions of employment and to represent me with said Employer in all matters relating to wages, hours and conditions of employment and in all grievances or disputes arising there under.

I hereby voluntarily authorize and direct my Employer, Village of Downers Grove, to deduct from my wages each and every month the full amount of any initiation fees, dues and assessments as established and fixed in accordance with the Constitution and By-laws of the International Association of Firefighters and to pay the same to the officer of Local No. 3234 designated to receive such deductions on my behalf. The certification of the said designated officer of Local 3234, as to the amount of dues and assessments properly deductible shall be binding upon me, and his receipt shall relieve my Employer of all further liability to me for the amounts deducted.

This authorization and direction shall be irrevocable unless thirty (30) days' advance written notice by registered mail is given by me to the Employer and Downers Grove Professional Firefighters Union Local No. 3234, International Association of Firefighters.

**Signature:**_____

**Print:**_____ Date: ____/____/____

**Mailing Address:**

_____

**City:** **State:** **Zip:**

_____

**Contact Phone:** **Home:**
( )_____ ( )_____
**Contact Email Address:**

_____

**SS Id#** **DoB**

_____

**IAFF Member:** Yes/No **IAFF member #** _____
**Previous Local Name & No.** _____
**E-Board member orientation completed?** Yes/No **Date:**____/____/____
**Hire Date:**____/____/____ **Badge No.**_____

*Office use only*

**APPENDIX I**

# VEBA Contributions-Hired Before Ratification

| Firefighter | 2014 | 2015 | 2016 |
|---|---|---|---|
| Start | $119 | $122 | $123 |
| 1 year | $129 | $131 | $133 |
| 2 years | $138 | $141 | $142 |
| 3 years | $148 | $151 | $152 |
| 4 years | $157 | $160 | $162 |
| 5 years | $166 | $170 | $171 |
| **Paramedic** | | | |
| Start | $126 | $129 | $130 |
| 1 year | $136 | $139 | $141 |
| 2 years | $146 | $149 | $151 |
| 3 years | $157 | $160 | $161 |
| 4 years | $167 | $170 | $172 |
| 5 years | $176 | $180 | $182 |
| **Engineer** | | | |
| Start | $177 | $181 | $183 |
| **Lieutenant** | | | |
| Start | $186 | $190 | $192 |
| 1 year | $191 | $195 | $197 |
| 2 years | $198 | $202 | $204 |
| **Captain** | | | |
| Start | $211 | $215 | $217 |

# VEBA Contributions-Hired After Ratification

| Paramedic | 2014 | 2015 | 2016 |
|---|---|---|---|
| Start | $126 | $129 | $130 |
| 1 year | $134 | $136 | $138 |
| 2 years | $141 | $144 | $145 |
| 3 years | $149 | $152 | $154 |
| 4 years | $158 | $161 | $163 |
| 5 years | $167 | $170 | $172 |
| 6 years | $176 | $180 | $182 |

**APPENDIX J**

# LOCAL GOVERNMENT
# Fire Department Promotion Act.

## LOCAL GOVERNMENT
## (50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)
Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)
Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control. (c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.
(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint

to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

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

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

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points,

ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)
Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates. The review sessions shall be at no cost to the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining

agreement.
(Source: P.A. 97-352, eff. 8-12-11.)

(50 ILCS 742/40)
Sec. 40. Seniority points.
(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.
(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)
Sec. 45. Ascertained merit.
(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.
(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)
Sec. 50. Subjective evaluation.
(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.
(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.
(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.
(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.
(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.
(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain

certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC may charge reasonable fees that are related to the costs of administering authorized programs and conducting classes, including without limitation the costs of monitoring programs and classes, to the following: (i) applicants for certifications or recertifications, (ii) recipients of certifications or recertifications, and (iii) individuals and entities approved by the JLMC to conduct programs or classes.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of

certified assessors be provided by the Office.
(Source: P.A. 97-174, eff. 7-22-11.)

(50 ILCS 742/55)
Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)
Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)
Sec. 65. Violations.
(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.
(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)
Sec. 900. (Amendatory provisions; text omitted).
(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)
Sec. 999. Effective date. This Act takes effect upon becoming law.
(Source: P.A. 93-411, eff. 8-4-03.)

**APPENDIX K**

# ASCERTAINED MERIT CRITERIA

| Certification | Class Hours | Points |
|---|---|---|
| Airport Firefighter *** | 40 | 2.5 |
| Advanced Technician Firefighter * | 40 | 2.5 |
| Firefighter III * | 40 | 2.5 |
| Fire Apparatus Engineer (Exclude for the rank of Engineer) *** | 54 | 3.5 |
| Fire Officer I * | 200 | 12.5 |
| Fire Department Incident Safety Officer *** | 40 | 2.5 |
| Health and Safety Officer | 40 | 2.5 |
| Fire Officer II ** | 160 | 10.0 |
| Chief Fire Officer (Fire Officer III) *** | 600 | 15 |
| Fire Service Instructor I (Only applies if applicant does not apply any Fire Officer certification) * | 40 | 2.5 |
| Fire Service Instructor II (Only applies if applicant does not apply any Fire Officer certification) ** | 40 | 2.5 |
| Fire Service Instructor III (Only applies if applicant does not apply any Fire Officer certification) *** | 40 | 2.5 |
| Training Program Manager *** | 40 | 2.5 |
| Fire Prevention Officer *** | 120 | 7.5 |
| Fire Inspector I *** | 40 | 2.5 |
| Juvenile Firesetter Intervention Specialist *** | 16 | 1 |
| Public Fire and Life Safety Educator II *** | 40 | 2.5 |
| Public Fire and Life Safety Educator III *** | 40 | 2.5 |
| Fire Investigator (Fire Investigator Module I & II)*** | 80 | 5.0 |
| Arson Investigator (Fire Investigator Module III)*** | 40 | 2.5 |
| Fire Inspector II and Plan Examiner I *** | 40 | 2.5 |
| Fire Inspector III and Plan Examiner II *** | 40 | 2.5 |
| Hazardous Materials Awareness *** | 8 | 0.5 |
| Hazardous Materials First Responder –Operations *** | 40 | 2.5 |

| | | |
|---|---|---|
| Hazardous Materials Technician A *** | 40 | 2.5 |
| Hazardous Materials Technician B *** | 40 | 2.5 |
| Hazardous Materials Incident Command *** | 24 | 1.5 |
| Technical Rescue Awareness *** | 8 | 0.5 |
| Rescue Specialist – Confined Space *** | 40 | 2.5 |
| Trench Operations*** | 32 | 2.0 |
| Trench Technician *** | 40 | 2.5 |
| Rope Technician – High Line *** | 40 | 2.5 |
| Rope Operations/Vertical I *** | 40 | 2.5 |
| Rescue Specialist – Vertical II *** | 40 | 2.5 |
| Rope Technician | 40 | 2.5 |
| Structural Collapse Operations *** | 40 | 2.5 |
| Structural Collapse Technician *** | 54 | 3.5 |
| Vehicle and Machinery Operations *** | 40 | 2.5 |
| Vehicle and Machinery Technician *** | 40 | 2.5 |
| Fire Service Vehicle Operator *** | 16 | 1.0 |
| Water Operations *** | 32 | 2.0 |
| Ice Technician *** | 8 | 0.5 |
| Swiftwater Technician *** | 24 | 1.5 |
| Watercraft Technician *** | 12 | 0.75 |
| Dive Technician *** | 32 | 2.0 |
| ACLS *** | 16 | 1.0 |
| PHTLS *** | 16 | 1.0 |
| BTLS *** | 16 | 1.0 |
| AMLS *** | 16 | 1.0 |
| PALS *** | 16 | 1.0 |
| NALS *** | 16 | 1.0 |
| IDPH EMS Lead Instructor *** | 24 | 1.5 |

*** applies to the rank of Captain, Lieutenant, and Engineer

** applies to the rank of Lieutenant and Engineer
* applies to the rank of Engineer

| Hours | Points |
|---|---|
| 8 | 0.5 |
| 12 | 0.75 |
| 16 | 1.0 |
| 24 | 1.5 |
| 32 | 2.0 |
| 40 | 2.5 |
| 48 | 3.0 |
| 54 | 3.5 |
| 60 | 4.0 |
| 80 | 5.0 |
| 120 | 7.5 |
| 160 | 10.0 |
| 200 | 12.5 |
| >200 | 15 |

**APPENDIX L**

# Downers Grove Fire Department
# Special Assignment
### 7 (g) Agreement

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. 207(g)(2), between Downers Grove Fire Department,_____("Employee") and the Downers Grove Professional Firefighters Association, Local #3234 ("Union"). In consideration of the mutual covenants, undertaking and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and Employed by the Village in the position of _____ and in that position Employee is paid at the rate set forth in Article 29 ("wages") of the Collective Bargaining Agreement.

2. At times, the Employee may work for one or more of the divisions or projects as specified in Exhibit 1 and in that position Employee is paid at the rate set forth in rates specified in Exhibit 2.

3. The parties agree that the statutory overtime hours worked by the Employee in performing duties of the position in Paragraph 1 of this Agreement will be paid at one and a half times the rate listed in Paragraph 1 of this Agreement.

4. The parties agree that any overtime hours worked by the Employee performing the duties of one of the positions in Exhibit 1 of this Agreement will be paid at one and a half times the corresponding rate listed in Exhibit 2 of this Agreement.

Agreed this_____day of_____, 20 _

Downers Grove Professional
Firefighters Association,
Local #3234

_____

Title: _____

Village of Downers Grove

_____

Title:_____

Employee

_____

# Downers Grove Fire Department
# Exhibit 1
## Special Assignments/Projects

- Public Education
- Maps and Preplans
- EMS/ Fire Quality Assurance
- Technology Development
- Equipment Maintenance
- Facilities Maintenance
- Fire Department Records
- Fire Prevention Bureau
- Cadet Program
- CPR Program
- Home Safety Visits/Inspections
- Radio Communications
- Peer Fitness
- Off Scene Fire Investigations

The Parties mutually agree that through labor-management special assignments/projects may be added to the above list. Parties agree that through labor-management they will decide the selection process and duration of each assignment.

# Downers Grove Fire Department
# Exhibit 2

Rate Scale

May 2014 - $17.33 x 1.5 = $26.00;

May 2015 - $17.68 x 1.5 = $26.52; and

May 2016 - $17.86 x 1.5 = $26.79