

RESOLUTION NO. R-3-11

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF PALATINE, ILLINOIS AND  
PALATINE FIREFIGHTERS, LOCAL NO. 4588, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, CLC AND TO AUTHORIZE THE MAYOR AND CLERK  
TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Palatine Firefighters, Local No. 4588, International Association of Firefighters, AFL-CIO, CLC ("Union") was formed in 2007; and

WHEREAS, between January, 2008 and February, 2010, the Village of Palatine ("Village") and the Union met to negotiate a first Collective Bargaining Agreement ("Agreement") memorializing current practice; and

WHEREAS, the previous contract expired on December 31, 2010; and

WHEREAS, the proposed contract has an expirations date of December 31, 2011;  
and

WHEREAS, in order to implement the Agreement, the Village must also ratify through approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Village Council of the Village of Palatine, that said Agreement, for certain employees within the Village of Palatine Fire Department, be hereby approved, a copy of which is attached hereto and incorporated by reference hereof.

BE IT FURTHER RESOLVED, that the Mayor and Village Clerk of the Village of Palatine, be hereby authorized and directed to execute said Agreement on behalf of the Village Council and that it be appropriately filed with the Illinois State Labor Relations Board.

AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

ADOPTED this 17 day of January, 2011

  
\_\_\_\_\_  
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk  
this 17 day of January, 2011

  
\_\_\_\_\_  
Village Clerk

**AGREEMENT**

**Between**

**VILLAGE OF PALATINE, ILLINOIS**

**And**

**PALATINE FIREFIGHTERS,  
LOCAL NO. 4588, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, CLC**

**January 1, 2011 through December 31, 2011**

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**ARTICLE I**  
**PREAMBLE**

This Agreement is entered into by the Village of Palatine, Illinois (hereinafter referred to as the "Employer" or the "Village"), and the Palatine Firefighters, Local No. 4588 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 Village 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 II**

### **RECOGNITION**

The Village hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of establishing and administering a written labor agreement covering wages, rates of pay, hours of labor, and all other terms and conditions of employment for a bargaining unit consisting of:

All full-time sworn Fire Captains, Fire Lieutenants, Firefighter/Paramedics, Firefighter/EMTs and Probationary Firefighters in the Village of Palatine below the rank of Battalion Chief.

Excluded are all other employees, including but not limited to Chief, Deputy Chiefs, Division Chief, Battalion Chiefs, Fire Marshal, civilian Fire Inspectors, Emergency Management Coordinator, Deputy Emergency Management Coordinator, and all Executive, Supervisory, Managerial, Professional, and Confidential employees as defined by the Labor Relations Act, and all other employees of the Fire Department and the Village of Palatine.



**ARTICLE III**  
**NON-DISCRIMINATION**

**Section 3.1. Discrimination Prohibited.**

The Village and the Union agree that they will not discriminate against any person with respect to Union membership or non-membership, age, sex, marital status, race, creed, national origin, religion, disability or political affiliation in violation of State or Federal Law.

**Section 3.2. Gender.**

Whenever a specific gender is used in this Agreement, it shall be construed to include both male and female employees.

**Section 3.3. Duty to Fair Representation.**

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit whether or not they are members of the Union without discrimination, interference, restraint or coercion.

**ARTICLE IV**  
**UNION SECURITY AND RIGHTS**

**Section 4.1. Dues Checkoff.**

While this Agreement is in effect, the Village shall deduct from each employee's paycheck once each pay period the uniform, regular union dues, in the amount certified to be current by the Union for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization as set forth in APPENDIX E of this Agreement. Total deductions collected for each pay period shall be remitted by the Village to the Union together with a list of employees for whom deductions have been made not later than ten (10) calendar days after the deduction is made.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Village and the Union at any time. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Deductions shall cease at such time as a strike or work stoppage occurs in violation of ARTICLE XI (No Strike-No Lockout).

The actual dues amount to be deducted shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount once each calendar year during the life of this Agreement, unless additional changes are mutually agreed upon by both parties. The Union will give the Village sixty (60) calendar days notice of any such change in the amount of uniform dues to be deducted, unless a lesser time is mutually agreed upon by both parties.

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 in error on account of this dues deduction provision.

**Section 4.2. Fair Share.**

(a) During the term of this Agreement, employees who are not members of the Union shall commencing thirty (30) calendar days after their employment or thirty (30) calendar days after the effective date of this Agreement or thirty (30) calendar days after they have rescinded any dues authorization pursuant to Section 4.1 (Dues Checkoff) of this Article, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by the Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted and remitted to the Union at the same intervals as union dues are remitted.

The Union may change the amount of the fair share fee at the same intervals as it may change the fixed, uniform amount of dues deducted under Section 4.1 (Dues Checkoff) of this Article, by giving the Village sixty (60) calendar days notice in writing of any change in the amount of the fair share fee to be deducted, unless a lesser time period is mutually agreed upon by both parties. The Union shall periodically submit in writing to the Village a list of employees covered by this Agreement who are not members of the Union and the amount of the fair share fee. The amount

of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

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

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee including the major categories of expenses, as well as verification of same in accordance with applicable law.
2. Advise fair share payers of the availability of a hearing before the ILRB by filing an ULP whereby fair share payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objection raised by fair share payers to the amount of the fair share fee.

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

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

#### Section 4.3. Indemnification.

The Union shall indemnify, defend and hold harmless the Village, its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. The Village shall give immediate notice of the action in writing to the Union and shall permit the Union intervention as a party if it so desires; and the Village shall give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both and at all appellate levels. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

**ARTICLE V**  
**UNION OFFICERS AND NOTIFICATION**

**Section 5.1. Union Officers and Notification to the Union.**

For purposes of this Agreement, the term “Union Officers” shall refer to the duly elected representatives whose names and positions shall be provided to the Village. All written notifications to the Union shall either be hand delivered to the Union President or Secretary while they are on duty or mailed to: P.O. Box 204, Palatine, Illinois 60078-0204.

**Section 5.2. Notification to the Village.**

All written notifications to the Village shall be either hand delivered to the Fire Chief or his designee in his absence or mailed to: Village Manager, Village of Palatine, 200 E. Wood St., Palatine, Illinois 60067.

## **ARTICLE VI**

### **MANAGEMENT RIGHTS**

It is understood and agreed that the Village retains all rights and authority as authorized under the Constitution and Statutes of Illinois to operate and direct the employees of the Village and its various departments in all respects including, but not limited to, all rights and authority exercised by the Village consistent with such Constitutional and statutory authority prior to the execution of this Agreement, except as expressly modified in this Agreement. These rights include, but are not limited to the right:

1. to determine the Department's mission and policies and to establish all standards of service to be offered to the public;
2. to plan, direct, schedule, control and determine the operations or services to be conducted by employees of the Village and to change them from time to time;
3. to determine the methods, means, and/or number of personnel needed to carry out the Department mission;
4. to direct the working forces and establish productivity standards;
5. to hire, assign and/or transfer employees within the Department or to other duties or functions;
6. to promote, subject to the requirements of the FDPA 50 ILCS 742/1 et seq., and discipline employees and to suspend and discharge employees for just cause;
7. to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
8. to make, publish and enforce rules and regulations, including residency, and to change such rules from time to time as circumstances warrant;
9. to introduce new or improved methods, equipment or facilities;
10. to contract out for goods or services subject to the requirements of 65 ILCS 5/10-2.1-4 of the Municipal Code effective as of June 1, 2008;
11. to take any and all actions as may be necessary to carry out the mission of the Village and the Fire Department.

If in the reasonable discretion of the Mayor and Village Council or Village Manager, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement that may impair or interfere with the Village's ability to respond most effectively to the emergency (including but not limited to scheduled vacations, overtime recall procedures, and regular work schedules) may be suspended by the Mayor or the Village Manager during the time of the declared emergency, provided that wage rate and monetary fringe benefits shall not be suspended. Should an emergency arise, the Village Manager or his designee shall immediately

advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Village Manager or his designee shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Union.

The authority and powers of the Fire and Police Commission of the Village in effect on January 1, 2008 and as authorized by law, and subject to the provisions of 50 ILCS 742/1 et seq. and Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/10-2.1-4) effective as of June 1, 2008, shall remain in full force and effect, unless modified by the provisions of this Agreement, and in the event of any conflict, the terms of this Agreement shall take precedence in accordance with the requirements of the IPLRA generally, and Article 1615 specifically.

## **ARTICLE VII**

### **PROBATION**

#### **Section 7.1. Probationary Period.**

Upon hire, bargaining unit members shall be required to serve a probationary period. The probationary period is defined as twelve (12) months of work, as determined by statute, beginning with the employee's last date of hire. The probationary period shall not be extended except for purposes of obtaining EMT-P Licensure. Every reasonable attempt will be made by the Fire Department to schedule classes necessary for required certifications within twelve (12) months of an employee's date of hire. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be terminated without cause at the sole discretion of the Village. If the probationary period is extended beyond the initial twelve (12) months for EMT-P Licensure, the only termination that may occur without cause must be for failing to meet the requirements of EMT-P certification. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a termination.

#### **Section 7.2. Restrictions on Probationary Employees.**

Probationary employees shall be restricted from duty trades, hire-backs, and force backs until after completion of the Department's Driver Training Program, provided that the Village provides sufficient opportunity to complete the program within the first six (6) months of employment.

Probationary employees shall be restricted from taking leave time (which shall not include mandatory Work Reduction Days) within the first six (6) months of employment. Exceptions for unusual circumstances may be granted by the Fire Chief or his designee.

**ARTICLE VIII**  
**DISCIPLINE AND DISCHARGE**

**Section 8.1. Discipline.**

Employees shall be disciplined and discharged only for just cause. As a general rule, the Employer will follow principles of progressive and corrective discipline, with the first assessment based on the seriousness of the offense. Nothing contained in this Agreement shall prohibit the Employer from using a more severe measure, including discharge, when the offense indicates a substantial shortcoming of the employee that renders the continuation of employment of the employee in some way detrimental to the Employer, or to the public. Where the Employer believes just cause exists to institute disciplinary action, the Employer shall choose from the following options:

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Discharge.

The employee may file a written reply to any reprimand. Except for oral reprimands, a grievance may be filed as to disciplinary actions instituted against an employee, in accordance with the procedures set forth in ARTICLE X of this Agreement. However, if the Village seeks to use a written reprimand for imposition of more severe discipline, and the original discipline was grieved, the merits of the written reprimand may not be raised by the employee in arbitration.

Oral reprimands and any documented informal discipline (*e.g.*, note to file) recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action and shall be removed from the employee's file. Written reprimands recorded in the employee's personnel file shall not be used after twenty four (24) months to justify subsequent disciplinary action and shall be removed from the employee's file, provided there has been no additional disciplinary action issued to the employee during such twenty four (24) month period. However, such written record may be retained by the Village in another file, to be utilized in any judicial or administrative proceedings which shall not include grievance arbitration proceedings. Bargaining unit members who are working part-time in another position/job/assignment for the Village shall have separate files for discipline in each position/job/assignment, and such files shall have no impact or effect on one another. In addition, conduct occurring while assigned to the secondary position/job/assignment shall not impact incentive programs available under this Agreement (*e.g.*, sick call would not affect buy back program).

**Section 8.2. Notice and Investigations.**

All disciplinary investigations shall comply with the Firemen's Disciplinary Act (50 ILCS 745/1 *et seq.*). As to all disciplinary investigations not covered by the Firemen's Disciplinary Act, employees shall be entitled to request to have a Union representative present at all investigatory interviews with the Employer which the employee reasonably believes could lead to discipline of the employee or another employee, and such requests shall not be denied. The Employer may



carry on its inquiry without interviewing the employee. The imposition of discipline will be performed in a reasonable and timely manner and, where possible, shall be issued to the employee in private, in order to prevent the employee from being unduly embarrassed.

A copy of all disciplinary notices of bargaining unit members shall be provided to the Union.

### Section 8.3. Discipline by the Fire Chief.

If the discipline is within the authority of the Fire Chief (oral reprimands, written reprimands, or suspensions of not more than five (5) consecutive calendar days), the following steps will apply:

1. The Fire Chief shall serve a written notice of the reprimand or suspension to the employee involved and submit a copy to a Union steward.
2. Upon receipt of the notice, if the employee seeks to appeal the disciplinary action (excluding oral reprimands), the Union may file a written grievance within the time limits provided in ARTICLE X of this Agreement (*i.e.*, fourteen (14) days after the service of the Chief's notice upon the employee). If the Union decides to file a grievance, and if the discipline is sustained by an arbitrator's decision, neither the Union nor the employee shall have any further right to contest such discipline before the Board of Fire and Police Commissioners. If the Union decides not to file a grievance, and the discipline issued was a suspension of five (5) calendar days or less, the employee may file an appeal with the Board of Fire and Police Commissioners within the same time limits (*i.e.*, fourteen (14) days after the service of the Chief's notice upon the employee). The employee shall have no other option to use the grievance/arbitration procedure regarding that discipline, if the Union has declined to file a grievance. Selection by the Union or employee of one process shall constitute a waiver of the other.

### Section 8.4. Suspensions Over Five (5) Calendar Days or Discharge.

If the discipline proposed is beyond the authority of the Fire Chief and within the authority of the Board of Fire and Police Commissioners, the following steps will apply:

1. The Fire Chief shall serve a written notice of the proposed discipline to the employee involved and submit a copy to a Union steward.
2. Upon receipt of the notice, if the employee seeks to appeal the disciplinary action (excluding oral reprimands), the Union may file a written grievance within the time limits provided in ARTICLE X of this Agreement (*i.e.*, fourteen (14) days after the service of the Chief's notice upon the employee). If the Union decides to file a grievance, the hearing before the Commission shall be waived and the Commission shall enter the discipline requested by the Fire Chief, without the need to provide an evidentiary basis to the Commission. The Commission's order shall be grieved in accordance with Step 3 of the grievance procedure set forth in ARTICLE X of this Agreement. Pending arbitration of the grievance, the Fire Chief may immediately implement the penalty requested by the Chief and ordered by the Commission. Neither the Union nor the employee shall have any further rights to contest such charges and penalty before the Board of Fire and Police Commissioners, but their exclusive remedy shall be via the grievance and arbitration procedure set forth in ARTICLE X of this Agreement.

If the Union decides not to file a grievance within the fourteen (14) day period provided above, the Fire Chief may proceed with filing charges before the Board of Fire and Police

Commissioners, and the employee may contest such charges before the Board of Fire and Police Commissioners, but shall have no other option to use the grievance/arbitration procedure for that discipline.

**ARTICLE IX**  
**DRUG AND ALCOHOL TESTING**

**Section 9.1. Statement of Policy.**

It is the policy of the Village of Palatine that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employee.

**Section 9.2. Prohibitions.**

To ensure a safe work environment, employees shall be prohibited from:

1. consuming alcohol or possessing open alcohol during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business;
2. illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the employer's premises;
3. being under the influence of alcohol or illegal drugs during the course of the work day;
4. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

The use of prescribed drugs or commercially available over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee or other individuals in the workplace.

**Section 9.3. Drug and Alcohol Testing Permitted.**

Where the Village has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing.

All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement. The employee's right to grievance does not alleviate the employee's obligation to submit to testing in a timely way.

**Section 9.4. Order to Take Test.**

The Employer shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicion. The employee shall have the right to consult with a

Union representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have. The employee shall be relieved from duty with pay during the pending of any testing procedure.

#### Section 9.5. Tests to be Conducted.

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial test, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. If the first test results in a positive finding, a confirmatory test shall be conducted. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GC/MS) or an equivalent scientifically accurate test. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense.

#### Section 9.6. Results.

The employer shall only be notified in the event that a sample has tested positive for a particular drug or alcohol on both the initial and confirmatory test, and any information otherwise coming into the possession or the knowledge of the Employer shall not be used in any manner or forum adverse to the employee's interests. The employee shall receive a copy of all test results, information, documents and other reports received by the Employer.

#### Section 9.7. Voluntary Requests for Assistance.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Village and no one in the Fire Department shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Fire Chief and/or Deputy Fire Chief may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance. No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or prescription drug related problems, other than the Employer may temporarily reassign an employee if he is unfit for duty in his current assignment. All such requests shall be held strictly confidential.

#### Section 9.8. Discipline.

In the first instance an employee tests positive as outlined in Section 9.6 (Results) on a drug or alcohol test, the employee may be subject to disciplinary action up to and including termination. If the employee is not discharged, as a condition of continued employment, the employee shall be required to participate in an appropriate treatment program determined by his physician, discontinue his use of prohibited drugs or abuse of alcohol, and be required to submit to random testing as directed by his counselors in an appropriate after care program. Employees who do not comply with the conditions of this Section, or who test positive for the second time, shall be subject to dismissal. Employees unfit to perform reasonable duties to which they may be

assigned during the period of their treatment and after care, shall be permitted to take accumulated time off upon request for the period of counseling and after care.

Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceedings involving the employee.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

#### **Section 10.1. Definition of a Grievance.**

A “grievance” is defined as a complaint arising under and during the term of this Agreement raised by an employee and the Union against the Village alleging that there has been a violation, misinterpretation or misapplication of an express written provision of this Agreement. Oral reprimands are not subject to the grievance procedure; written reprimands are subject to the grievance procedure only through Step 3, Village Manager.

#### **Section 10.2. Procedure.**

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance shall be processed as follows:

In order to officially file a grievance under this Article, the grievance must be reduced to writing and submitted in a timely fashion on a mutually agreeable grievance form. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. It is understood that the Union shall retain the right to exercise its discretion to refuse to process unmeritorious grievances.

It is to the benefit of both parties that issues falling under the jurisdiction of this provision be raised and settled in a timely fashion. Consequently, the steps and time limits as stated in this Section shall be followed. If a grievance is not presented by the employee and the Union within the time limits set below, it shall be considered waived and may not be further pursued by either the employee or the Union.

**Step 1:**            **Battalion Chief** – Within fourteen (14) calendar days after the occurrence of the event first giving rise to the grievance or within fourteen (14) calendar days of when the grievant should have reasonably become aware of the first event giving rise to the grievance, the Union shall file a written grievance with the Battalion Chief/Acting Shift Commander. The grievant and/or the Union representative shall discuss the subject of the grievance with the Battalion Chief/Acting Shift Commander and may present written statements. Such discussion shall be within seven (7) calendar days of the Battalion Chief/Acting Shift Commander receiving the completed Grievance form. If the Battalion Chief/Acting Shift Commander does not provide a written or verbal response within seven (7) calendar days following the Step 1 discussion, the grievant and Union representative may proceed to Step 2. The failure of the Battalion Chief/Acting Shift Commander to reply in writing within the time limit shall be deemed a denial of the grievance. Initialing the Grievance form by both parties as “Resolved” shall constitute an adequate written reply.

**Step 2:**            **Fire Chief** – If the grievance is not settled at Step 1, the Union may appeal the grievance to the Fire Chief not later than seven (7) calendar days after

the Battalion Chief/Acting Shift Commander gave or should have given his answer. The Fire Chief or his designee may meet with the grievant and/or the Union representative(s) in an effort to resolve the grievance but, in any event, shall reply to the grievance in writing within seven (7) calendar days after the date the written grievance was received by him/her. The failure of the Fire Chief or his designee to reply in writing within the time limit shall be deemed a denial of the grievance. Initialing the grievance form by both parties as "Resolved" shall constitute an adequate written reply.

Step 3:        Village Manager – If the grievance is not settled in Step 2, the Union may appeal the grievance to the Village Manager, or to his/her designated representative, not later than seven (7) calendar days after the Fire Chief replied or should have replied to the grievance. The Village Manager, or his/her representative, will make such investigation of the facts and circumstances as he deems necessary and shall give his/her written answer to the grievance within twenty-one (21) calendar days after it was received by him/her. The failure of the Village Manager or his designee to reply in writing within the time limit shall be deemed a denial of the grievance. Initialing the grievance form by both parties as "Resolved" shall constitute an adequate written reply.

Step 4:        Arbitration – If the grievance is not resolved in Step 3, only the Union may refer the grievance to arbitration, as described below, by providing written notice to the Village Manager within fifteen (15) calendar days after the Village Manager's written answer as provided at Step 3 is received or is due (whichever is sooner).

- (a) If the parties fail to agree upon an Arbitrator within ten (10) business days after the receipt of the written request to arbitrate, either or both parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin, or Michigan. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name, the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).
- (b) 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.

- (c) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (d) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (e) The fees and expenses of the arbitrator shall be divided equally by the parties. All other costs, including the cost for a court reporter and transcript if desired by either party, shall be paid by the party which incurs such costs. If a court reporter and transcript is ordered by one party, the other party may obtain a copy of the transcript by agreeing to split the cost for the court reporter and transcript.

Section 10.3. Limitations on the Authority of the Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement during or as part of the arbitrator's decision. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation or a misinterpretation of a specific provision(s) of the Agreement, as well as determining the appropriate remedy, if applicable. The arbitrator shall have no authority to render a decision on any issue not raised during the processing of the grievance at the steps prior to arbitration. The arbitrator shall be without power to make any decision or award which is contrary or inconsistent with, in any way, this Agreement or applicable laws (subject to the provisions of Section 15 of the IPLRA). The decision of the arbitrator rendered in accordance with this Section shall be final and binding on the Union, the employees covered by this Agreement and the Employer.

Section 10.4. Multiple Grievants.

Any grievance filed by the Union for more than one employee shall bypass Step 1 and proceed directly to Step 2, provided however, that the time limits for Step 1 apply. All other conditions, time limits and constraints as were applied at previous steps shall apply.



**ARTICLE XI**  
**NO STRIKE/NO LOCKOUT**

**Section 11.1. No Strike.**

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, call, authorize, promote, sponsor, engage in, sanction or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform mandatory overtime, mass resignations or mass absenteeism against the Employer during the term of this Agreement, regardless of the reason for so doing.

**Section 11.2. Picketing.**

Neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line, by whomever, established during their work time or in the performance of their duties. Employees shall not engage in picketing either while in uniform, or while on duty or at any Village building, facility, or worksite.

**Section 11.3. No Lockout.**

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**Section 11.4. Judicial Restraint.**

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**Section 11.5. Discipline of Strikers.**

In the event of a violation of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work. Any employee who violates the provisions of this Article may be subject to discipline, up to and including termination.

**ARTICLE XII**  
**LABOR MANAGEMENT MEETINGS**

**Section 12.1. Meeting Request.**

The Union and the Village may meet in the interest of promoting harmonious employee relations.

Such meetings shall be requested in advance by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations when mutually agreed upon shall be limited only to agenda items.

**Section 12.2. Content.**

Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of the Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in non-bargaining conditions of employment contemplated by the Village which may affect employees; and
- (d) other mutually agreed upon topics.

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 meetings, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**Section 12.3. Attendance.**

Up to three (3) bargaining unit employees scheduled to work shall notify the Fire Chief or his designee prior to attendance at a labor-management meeting, and the employee(s) shall be permitted to attend the labor-management meeting during his regular hours of work with no loss of pay, subject to being available for emergency responses. All bargaining unit employees who attend labor-management meetings when they are not scheduled to work shall not receive compensation from the Village for their attendance at such labor-management meetings.

## **ARTICLE XIII**

### **SENIORITY**

#### **Section 13.1. Definition.**

For the purpose of this Agreement, unless otherwise provided herein, seniority shall be defined as an employee's length of continuous full time service with the Village as a sworn and commissioned firefighter since his last date of hire, less any deductions due to layoffs, leaves of absence without pay, leaves on disability pension or other non-paid breaks in service, unless otherwise noted herein or provided by law. Any Village employee entering the bargaining unit from another Village department shall maintain any benefit-rights earned in regards to longevity pay, vacation allowance, and sick time accumulation. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate from the first day of an authorized unpaid leave of absence or layoff of thirty (30) calendar days or more.

If more than one person is hired on the same day, seniority preference will be established by final eligibility as posted on the official eligibility list by the Palatine Fire and Police Commission.

#### **Section 13.2. Seniority List.**

On or about October 1 of each year, the Village will post a current seniority list of all sworn employees setting forth each employee's seniority date. 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 list is posted.

#### **Section 13.3. Layoff.**

The Village, in its sole discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in the order of reverse seniority.

#### **Section 13.4. Recall.**

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the reverse order of their layoff, subject to passing a Village-ordered physical examination to determine current fitness to perform the work to which they are recalled. As a condition of being recalled and reinstated, an employee must obtain all required certifications and licenses at the earliest opportunity, but not later than twenty-four (24) months from the date of reinstatement. With respect to Captains and Lieutenants, the requirement for certifications and licenses may be waived at the discretion of the Fire Chief.

Employees who are eligible for recall shall be given thirty (30) calendar days notice of their intended recall date (with the first of the thirty (30) days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union President. The employee must notify the Fire Chief or his designee in writing of his intention to return to work within seven (7) calendar days after receiving notice of recall. If the employee fails to notify the Fire Chief or his designee in writing of his intention to return within the time provided or fails to report for duty on the recall date as set by the Village, the employee shall forfeit all recall rights and his name shall be

removed from the recall list. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If the Village has not received confirmation that the employee has received the recall notice within fourteen (14) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 13.5. Employees Returning from Disability Leave.

An employee reinstated from a previous duty or non-duty disability pension leave must obtain all required certifications and licenses at the earliest opportunity, but not later than twenty-four (24) months from reinstatement.

Section 13.6. Termination of Seniority.

Seniority for all purposes and the employment relationship shall be terminated, if the employee:

- (i) quits;
- (ii) is discharged for cause (a probationary employee need not be discharged for cause);
- (iii) retires or is retired, subject to statutory reinstatement rights;
- (iv) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation, except due to circumstances beyond the control of the employee;
- (v) is laid off and fails to respond to a notice of recall within seven (7) calendar days after receiving notice of recall or fails to report for work at the time prescribed in the notice of recall, or does not otherwise timely respond to a notice of recall as provided in Section 13.4 of this Article;
- (vi) is laid off or otherwise does not perform bargaining unit work for the Village for a period in excess of twenty-four (24) months, subject to statutory reinstatement rights. Military leave is subject to federal regulation.

**ARTICLE XIV**  
**HOURS OF WORK AND OVERTIME**

**Section 14.1. Application of Article.**

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, per work period, or any other period of time.

**Section 14.2. Normal Work Period and Workday.**

- (a) **Generally.** The normal workday in a normal workweek for 24 hour employees shall be 24 consecutive hours of work (1 shift) followed by 48 consecutive hours off (2 shifts). The normal workday for 24 hour employees shall begin and end at 8:00 a.m. The normal workweek shall average 50.15 hours. The normal work cycle for employees assigned to 24 hour shifts shall be 19 days.

Absent emergency circumstances, employees shall not be scheduled to work more than 48 consecutive shift hours unless given permission or approval of the Fire Chief or his designee.

- (b) **Work Reduction Days.** Employees shall be entitled to use thirteen (13) work reduction days per calendar year. Work reduction days shall not rollover from year to year with the exception of the first year of employment. The employee shall execute an agreement which shall authorize the Village to withhold from the employee's compensation any amount needed to reimburse the Village for any work reduction days that he/she uses prior to being entitled to the days if the employee separates from service with the Village.

A work reduction day (i.e., what would otherwise be a 24 hour duty day) for all bargaining unit members shall be scheduled off as follows:

- 1) **Mandatory Work Reduction Days** - In the employee's particular assigned 19-day work cycles in which the employee otherwise would have seven (7) duty days (i.e., the "long" cycle), subject to Section 17.5 (Scheduling Time Off) provided such days shall not be subject to rescheduling in the event of illness or injury.
  - 2) **Remaining Work Reduction Days** - The employee's remaining work reduction days shall be scheduled off at the employee's discretion, subject to Section 17.5 (Scheduling Time Off) and the employee's option to reclassify and reschedule such days in the event of illness or injury.
- (c) **Deployments.** Employees deployed for work by the Fire Chief or his designee on approved incidents or approved deployment training evolutions may be assigned, by the Fire Chief or his designee, to a different work schedule for the period of such deployment. The employee will be paid for all time spent during such deployment (i.e., from portal to portal, hour for hour basis, including travel time)

and shall be eligible for expenses including per diem provided Village costs for such time and expenses are reimbursable from a state and/or federal agency. An employee on deployment under this Section shall only be eligible for overtime pay for those hours actually worked in excess of their regularly scheduled hours of work; all other compensable hours shall be at straight time.

- (d) Light Duty. Employees covered by this Agreement shall be eligible to participate in the Village's Light Duty program on the same terms and conditions as provided for in the Palatine Fire Department Rules and Regulations (ADM 08-001), provided however, Work Reduction Time will be adjusted based on APPENDIX B, Work Reduction and Vacation Time Computation.

If according to Section 765.55 of the Rules and Regulations, an employee is formally assigned to a 40 hour week, terms and conditions of such assignment shall be subject to the provisions of Section 14.2(e) of this Agreement.

- (e) 40-Hour Employees. If during the term of this Agreement, a bargaining unit employee is assigned to a 40-hour week, a meeting shall be called to negotiate the conditions for implementation of such assignment. The terms and conditions shall include, but are not limited to: converting accrued leave time from a 24-hour schedule to a 40-hour schedule by multiplying accrued time by two thirds (2/3), adjusting the thresholds for sick day buy back, adjusting the work cycle to a 7 day cycle for overtime purposes, and adjusting the regular hourly rate of pay so that annual salary is divided by 2080.

#### Section 14.3. The Regular Hourly Rate of Pay.

An employee's regular rate of pay shall be determined by dividing the employee's annual salary plus longevity pay plus, where applicable, engineer pay by 2608.

#### Section 14.4. Overtime Pay.

Employees assigned to 24 hour shifts shall receive an overtime rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked in excess of their regularly scheduled hours of work. All overtime shall be paid in fifteen (15) minute increments. Overtime payments for hours not contiguous to the employee's shift shall be subject to a two (2) hour minimum. Employees assigned to 24 hour shifts must receive approval from the Fire Chief or his designee for overtime work on areas of responsibility or special projects prior to performing the work.

Employees attending EMS continuing education sessions off-duty shall be eligible for overtime pay subject to approval of the EMS Chief or EMS Coordinator. Such approval shall be presumed as long as attendance during regular shift hours is not possible and reasons for such are documented (e.g., class roster, daily log, daily roster).

In lieu of overtime pay, employees may elect to participate in the Hire-Back Bank/Comp Time Program (APPENDIX A).

#### Section 14.5. Mandatory Overtime.

Where there is work to be performed which, in the judgment of the Fire Chief, requires staff in addition to the on-duty staff, the Fire Chief or his/her designee shall have the right to require employees to work overtime, subject to the procedures set forth in Section 14.6 (Hire-Backs) and Section 14.7 (Force Back Policy).

#### Section 14.6. Hire-Backs.

The Employer has the authority to determine the necessary rank and qualifications for hire-backs and hire-backs will be made based on need. Once it is determined that a hire-back is required and the type of hire-back is determined by the Shift Commander or his designee, the Union representative, when directed by the Shift Commander or his designee, shall initiate the hire-back call identifying the specific needs which will go out to the entire department via alpha pager/text message or similarly effective means. Those interested will call back. At least fifteen minutes after the call goes out, a list of those interested will be checked against the current Hire-back List. The person with the proper qualifications having the highest priority on that list will have the priority for the hire-back. Once the hire-back has been filled, another call will go out identifying the name of the person who filled the hire-back. Notwithstanding the above, hire-backs for ancillary assignments (e.g., public education events, EMS for special events, etc.) will generally be handled on a first come, first served basis.

Rotation of the list will occur each time a member accepts a hire-back opportunity that is twenty (20) hours or greater in duration or a series of short-term hire-backs totaling thirty-six (36) hours or greater over a span of six (6) months. The list will be rotated at the end of the scheduling session by the Union representative. Notwithstanding the above, the Union representative may, in his reasonable discretion, offer a hire-back without rotation of the list in order to prevent a force back.

If any employee establishes that he has not received a hire-back for which he has priority in accordance with the procedure set forth herein, and the situation cannot be resolved immediately, such employee's sole remedy in the grievance procedure shall be to have first preference to future hire-back opportunities he is properly qualified to perform until the mistake has been corrected.

#### Section 14.7. Force Back Policy.

If a hire-back is required, as determined by the Shift Commander, and there are no volunteers or an insufficient number of volunteers to fill a hire-back, an employee(s) from the off-going shift shall be forced back. The Union representative, when directed by the Shift Commander or his designee, shall first check the off-going duty roster and contact the employee who is capable of filling the vacancy and who is next in line on the Force Back List, and such employee shall work (absent extenuating circumstances at the reasonable discretion of the Union representative, in which case the next person in line on the Force Back List shall work) on the basis of reverse seniority, (i.e., starting the rotation with the least senior employee on the Force Back List). An employee who is forced back, regardless of the amount of time worked while forced back, will have his name rotated to the bottom of the Force Back List. The forced back employee may find a replacement of equal rank and capabilities, but the forced back employee (not the replacement) will be considered a force back. Any employee who is forced back or replaces a force back will not be rotated on the Hire-back List.

An employee may be held over at the end of the employee's normally scheduled shift to continue work in progress (e.g., an ambulance run) or to maintain staffing until the regularly assigned employee arrives, in which case the least senior employee meeting the qualifications assigned to the affected station will be held over. Such a holdover does not affect that employee's position on the Force Back List. A holdover may be avoided by an employee arranging an emergency duty trade for said time.

#### Section 14.8. Duty Trades.

In accordance with the Fair Labor Standards Act, an employee for his own convenience, may voluntarily have another employee in the same assignment (i.e., firefighter/paramedic for firefighter/paramedic, engineer for engineer, tower driver for tower driver, and lieutenant for lieutenant) substitute for him by performing all or part of the employee's work shift, provided the substitution does not interfere with the operation of the Fire Department (as determined by the Fire Chief, i.e., an abuse of duty trades). Duty trades less than eight (8) hours in duration and not beginning at the start of an employee's shift (i.e., 8:00 a.m.) may be approved by the station officer without completion of a written request. Duty trades of eight (8) hours or longer in duration and/or those beginning at the start of the employee's shift must be requested in writing by 5:00 p.m. on the duty day in advance of the requested trade and approved by the Shift Commander or his designee. However, the Shift Commander may, in his reasonable discretion, permit less notice where there are extenuating or emergency circumstances. In addition, the Shift Commander may, in his reasonable discretion, allow employees of unequal rank or position to substitute where there are extenuating or emergency circumstances or where, in his reasonable discretion, the substitution will not affect operations.

Duty trade approval shall not be unreasonably withheld, but duty trades within a duty trade shall not be allowed. Notwithstanding the above, employees may not combine more than nine (9) consecutive scheduled days off, including Vacation, Work Reduction Days, Personal Day, Administrative Day, Incentive Time, Hire Back Bank/Comp time, and duty trades, without the Fire Chief's prior approval. However, the Fire Chief may, in his reasonable discretion, permit such leave to be taken in increments greater than nine (9) duty days where there are extenuating circumstances. Any such requests shall be submitted to the Fire Chief in writing, when practicable, clearly outlining any and all extenuating circumstances surrounding the additional time off requested.

In accordance with the Fair Labor Standards Act, 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 all or part of another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift.

#### Section 14.9. No Pyramiding.

The overtime and premium pay provisions of this Agreement shall not be pyramided. Accordingly, compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement except when an employee is assigned to work overtime when on a paid day off.



## ARTICLE XV WAGES

### Section 15.1. Salary Schedules and Step Adjustments.

The salary schedules set forth in APPENDIX C shall apply for the duration of this Agreement. Accordingly, effective January 1, 2011, employees will receive an increase of 0%. The parties recognize that the method used in agreeing on a 0% increase was based on the extraordinary economic conditions present at the time and is a variance from their traditional method of using comparable communities to determine wage levels or their practice of making increases effective January 1st. The parties agree that this variance shall be non-precedential as to such practices and will not prejudice future wage negotiations.

The comparable communities include: Arlington Heights, Buffalo Grove, Des Plaines, Elk Grove Village, Hoffman Estates, Mount Prospect, Rolling Meadows, and Schaumburg.

All new employees shall start in the Firefighter/EMT Salary Schedule at Step 2, provided however employees will move to the Firefighter / Paramedic Salary schedule upon certification as Firefighter II from an approved Fire Academy, HazMat Operations, and EMT-P with EMS System approval when it occurs. In general, an employee will move from Step 2 to Step 3 after successful completion of six (6) months; from Step 3 to Step 4 after successful completion of one (1) year; from Step 4 to Step 5 after successful completion of two (2) years; from Step 5 to Step 6 after successful completion of three (3) years; from Step 6 to Step 7 after successful completion of four (4) years; and Step 7 to Step 8 after successful completion of five (5) years.

If the employee is not able to achieve certification as both Firefighter II and EMT-P with EMS System approval in the first year, the transition to the Firefighter / Paramedic Salary Schedule will be delayed until they do so. In these cases, the date the Firefighter/EMT moves to the Firefighter / Paramedic Salary Schedule will become the new anniversary date for future step increases which will occur annually. Therefore, the time to reach Firefighter / Paramedic Step 8 will be extended accordingly.

In all cases, Firefighter/EMTs and Firefighter / Paramedics must attain Firefighter III certification to reach Step 8, provided that the Village provides one opportunity for the employee to attain such certification at no cost to the employee.

Upon promotion to Lieutenant, the employee will move to the Lieutenant Salary Schedule at Step 6. The employee will move from Step 6 to Step 7 at the successful completion of one (1) year at rank; from Step 7 to Step 8 at the successful completion of two (2) years at rank. In all cases Lieutenants must attain Fire Officer I certification to reach Step 8, provided that the Village provides opportunity for the employee to attain such certification at no cost to the employee. Upon promotion to Captain, the employee will move to the Captain Salary Schedule at Step 7. The employee will move from Step 7 to Step 8 at the successful completion of one (1) year at rank.

The Village has the discretion to deny employee advancement to the next scheduled step for just cause. If an employee disputes the denial of advancement in the schedule, the employee may file a grievance at Step 2 (Fire Chief) of the grievance procedure set forth in this Agreement within one week after receiving notification of the denial. If an employee is denied advancement in the salary schedule, the employee may request that such denial be reviewed six months after the

denial. Employees granted advancement as a result of such six-month review shall be thereafter eligible for advancement to the next regularly scheduled step.

Section 15.2. Paramedic Pay for Lieutenants.

Lieutenants promoted after January 1, 2010, will not be required to maintain their Paramedic certification, and will not be eligible to receive Lieutenant Paramedic pay, except any bargaining unit member who is assigned to the position of EMS Coordinator or Deputy EMS Coordinator shall be required to maintain their Paramedic certification, and will be eligible to receive Lieutenant Paramedic pay. Any Lieutenants promoted to their position prior to January 1, 2010, will have the option to retain their Paramedic certification. If so, Lieutenants who are certified as Paramedics with EMS System approval shall receive an annual Paramedic pay stipend of \$2700 paid in a separate check during the month of July for services from the prior July 1 through June 30, provided that such payment is prorated monthly for partial years of service.

Section 15.3. Longevity Pay.

The Employer agrees to pay longevity pay which shall be paid in a separate check on the pay day two (2) pay periods before Christmas and added to the employee's base salary for the purpose of determining the overtime hourly rate of pay. The schedule for longevity pay shall be as follows:

After 8, 9, and 10 years of full time service	\$ 350
After 11, 12, 13, and 14 years of full time service	\$ 650
After 15, 16, 17, 18, and 19 years of full time service	\$ 900
After 20 or more years of full time service	\$1250

Section 15.4. Engineer Pay.

All employees who have passed the Department's Engineer's Test and are currently a regular engineer in a regular cycle shall receive an engineer pay stipend equal to one-half of one percent (0.5%) of current pay as long as the employee is currently active, and in good standing at the time of the payout. This payment shall be made as part of the employee's regular check.

Section 15.5. Specialty Team Pay.

The Specialty Team Pay Program is a compensation payment made to combined team personnel. The Village shall have the right to determine the number of primary and secondary members of specialty teams. All primary members of the Dive Rescue, Technical Rescue, Hazardous Materials, and/or Fire/Arson Investigation teams are eligible to receive specialty team pay. Eligible members must have attained certified Firefighter III and meet all MABAS and team requirements to receive this payment. A member who fails to meet all MABAS and team requirements for the calendar year shall drop to secondary status, provided that the employee has not received a waiver of such requirements from the team leader and the Fire Chief or his designee prior to failing to meet the requirements, and may be eligible to be restored to primary team member status, if a new vacancy occurs. Multiple team membership merits the exact same pay amount as single team membership.

The specialty team pay stipend is equal to 1.10% of top Firefighter / Paramedic pay for the previous calendar year (i.e., 2011 payment is based on percentage of 2010 pay schedule). The payment will be distributed in a separate check during the first pay period of February. Effective

January 2, 2010, the 12 month waiting period for new members' specialty team pay shall be eliminated.

Section 15.6. Acting Officer Pay.

From time to time Fire Department management recognizes the need to appoint firefighters to "acting" fire lieutenant positions and to appoint fire lieutenants to "acting" Battalion Chief positions. In such cases when such "acting" assignments are made for eight (8) or more consecutive hours, a seven and one-half percent (7.5%) acting officer pay stipend shall be provided on an hour-for-hour basis.

Section 15.7. Firefighter III Certification Pay.

All employees shall receive a one time payment of \$250 upon receiving OSFM certification as Firefighter III. No such payment shall be made to employees who have already attained Firefighter III certification prior to being hired by the Palatine Fire Department.

Section 15.8. Village Contributions to Deferred Compensation.

The Village shall contribute two and one-half percent (2.5%) of the employee's current salary to a Deferred Compensation program for all Lieutenants paid to the same deferred compensation benefit provider as all other employees who receive a Village contribution.

The Village shall contribute four percent (4%) of the employee's current salary to a Deferred Compensation program for all Captains paid to the same deferred compensation benefit provider as all other employees who receive a Village contribution.

Section 15.9. Bonus for Early Notification of Retirement.

The Village shall pay a Bonus for Early Notification of Retirement in the amount of \$3000 as long as the Village has ample opportunity to hire and train a replacement as follows: Annually, the Village shall post the dates of acceptable new hire academies (i.e. Arlington Heights, NIPSTA, Elgin) with their respective graduation dates. If the employee gives a minimum of six months written notice of retirement, which date of retirement is within seven (7) calendar days of the new hire's graduation date, the employee will receive the Bonus. The Early Notification of Retirement bonus will be payable into the Village's Retiree Health Savings Program.

Section 15.10. Pay for Holiday Work.

An employee actually working the majority of his/her shift on a holiday shall receive an additional twelve (12) hours pay at such employee's regular straight time rate. In lieu of the additional payment, the employee may elect to direct the Shift Commander to place the twelve (12) hours into the Hire- Back Bank/Comp Time program (APPENDIX A) subject to the same rules that apply to a hire-back.

The following days shall be considered holidays during the term of this Agreement:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Christmas Day

For purposes of this Article, if a majority of the hours of an employee's shift fall on the holiday (12:00 midnight through 11:59 p.m.), the entire shift shall be considered as falling on the holiday. On the other hand, if less than a majority of the hours of a given shift do not fall on the holiday, the entire shift shall not be deemed to fall on the holiday.

- Example #1: An employee whose regularly scheduled shift commences at 8:00 a.m. on Labor Day and who works the majority of the 24-hour shift shall be deemed to have worked 24 hours on said holiday for holiday pay purposes.
- Example #2: An employee whose regularly scheduled shift commences at 8:00 a.m. on July 3 and who works the 24-hour shift starting on July 3, including 8 hours on July 4, shall not be deemed to have worked the 24 hours on Independence Day, and will not be granted Holiday Pay.

Section 15.11. Pay Upon Separation.

Upon separation from employment, the employee shall be paid at the employee's current hourly rate of pay for all regularly scheduled hours actually worked during the current pay period, not to exceed 100.3 hours, provided all hours assigned and worked in addition to the employee's regularly scheduled hours shall be paid in accordance with Sections 14.3 – 14.6 of this Agreement. In addition, the employee will receive a prorated payment for Longevity Pay and Specialty Team Pay based on 1/12<sup>th</sup> of the pay per month served. A month shall be deemed to be served if the employee is employed past midnight on the 16<sup>th</sup> of the month.

## **ARTICLE XVI** **INSURANCE**

### **Section 16.1. Coverage.**

The comprehensive medical program in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Village reserves the right to change insurance carriers, fully insure, or self-insure, and to change benefit levels as long as the coverage and benefits remain substantially the same.

Employees shall be responsible for ten (10%) percent of the monthly premium contributions for health insurance coverage, and the Village shall be responsible for ninety (90%) percent of the monthly health insurance premiums.

The Village agrees that it will make no changes to the insurance benefit that cause the benefit level to not remain substantially the same as the insurance program effective January 1, 2009. If the Union asserts that the Village has made a substantial change without first bargaining, the Union shall have the right to grieve such change through grievance arbitration.

Under this Agreement, the Village retains the right to change insurance carriers, to self-insure or fully insure, to change the method or manner of self-insurance the Village may administer, to change benefit levels, to participate in programs to reduce health insurance costs, or to utilize health maintenance organizations or other similar groups, provided that the coverage and economic benefits are substantially the same as the insurance program for 2009.

If a qualified plan participant's final day of employment is on or after the 1<sup>st</sup> of the month, he shall retain benefit status for the remainder of the calendar month in which he left employment.

### **Section 16.2. Cost Containment.**

The Village reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

### **Section 16.3. Life Insurance.**

The Village will provide term life insurance coverage for each employee in the amount equal to one and one-half times the employee's annual base salary, up to \$225,000.00. Dependent life insurance in the amount of \$5,000.00 for the current spouse and \$5,000.00 for each dependent child over the age of six months will also be provided. The Village will contribute 100% of the total premium cost for this Basic Life Insurance Benefit. Upon separation from employment, the Village will provide conversion forms from the insurance provider. If the employee is interested in receiving information about converting group coverage to an individual policy, member must complete the forms and return them to the carrier within thirty (30) calendar days of separation from employment.

A voluntary Supplemental Life Insurance program will continue to be made available at rates regulated by the insurance carrier. Employees who elect to participate in this program will contribute 100% of the total cost once their participation is approved by the insurance carrier.

Section 16.4. Employee Assistance Program.

The employees covered by this Agreement shall be eligible to participate in the portions of an EAP that are in effect for Village employees on the same terms and conditions that are applicable to Village employees generally.

Section 16.5. Internal Revenue Code Section 125 Program.

The Village will continue to offer employees the opportunity to participate in the Village's Section 125 Flex Spending and Premium programs on the same terms and conditions applicable to other Village employees generally.

The Village will continue to offer these programs only so long as the programs continue to be authorized by the Internal Revenue Service.

Section 16.6. Insurance Coverage of Retirees.

Retired employees shall be eligible to maintain participation in the health insurance plan for himself/herself and his/her eligible dependents by paying 100% of the monthly premiums as may be established from time to time subject to meeting the eligibility criteria as set forth in Section 379(f) of the Insurance Code.

An employee/retiree participating in the health insurance plan while receiving a disability pension (whether duty-related or not) will retain their right to continue participation in the health insurance plan.

Retirees who receive a duty disability pension after incurring a catastrophic work-related injury arising out of emergency duties may apply for benefits under the Public Safety Employee Benefits Act (PSEBA) (820 ILCS 320/1 *et seq.*). This shall not be subject to the Grievance Process.

Section 16.7. Insurance Coverage While on Unpaid Leave or Layoff.

An employee who is on approved unpaid leave of absence or is on layoff with recall rights shall have the right to maintain insurance coverage, subject to COBRA limitations, by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage, also subject to COBRA limitations.

Section 16.8. Terms of Fully Insured Policies to Govern.

The extent of coverage under any fully insured policies (including HMO and excess policies of self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. No insurance policy (including HMO and any excess policies of self-insured plans) referred to in this Agreement shall be considered a part of this Agreement and any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies. These terms shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 16.9. Employee Health Insurance Advisory Committee.

The Village agrees to allow continued Fire Department participation in the Employee Health Insurance Advisory Committee. The Union reserves the right to name a representative who shall participate in the Committee. Such participation shall not operate as a waiver of the Union's right to file a grievance regarding the terms of this Article.

**ARTICLE XVII**  
**VACATION AND OTHER PAID LEAVE**

**Section 17.1. Vacation Program.**

Employees in active status shall accrue paid vacation based upon their years of continuous service. Vacation time will be prorated according to APPENDIX B, Work Reduction and Vacation Time Computation, for partial years of service. The employee's anniversary date shall be the basis of determining the number of years and months of service as follows:

Years of Service	Annual Vacation Earned
From 0 thru 6 years	5 – 24 hour shifts; 10 hours vacation credit for each full month of service, not to exceed 5 duty days.
From 7 thru 14 years	7 – 24 hour shifts; 14 hours vacation credit for each full month of service; not to exceed 7 duty days.
From 15 thru 20 years	10 – 24 hour shifts; 20 hours vacation credit for each full month of service; not to exceed 10 duty days.
From 21 thru 25 years	11 – 24 hour shifts; 22 hours vacation credit for each full month of service; not to exceed 11 duty days.
From 26 or more years	12 – 24 hour shifts; 24 hours vacation credit for each full month of service; not to exceed 12 duty days.

Vacations are to be scheduled and taken during the calendar year as outlined in Section 17.5 (Scheduling Time Off) based on the number of days of vacation the employee is eligible to earn for the anniversary year that begins during that calendar year. The employee shall execute an agreement which shall authorize the Village to withhold from the employee's compensation any amount needed to reimburse the Village for any vacation time that he/she uses prior to being entitled to the days if the employee separates from service with the Village.

Rollover of vacation will be allowed only to the extent of rolling over a maximum of one year of accrual. Any hours in excess of one year will be removed from the records unless the employee has received written permission from the Village Manager to carry-over the excess hours. Any employee who anticipates the inability to take his/her vacation within the described limits should submit a written request for carry-over to the Fire Chief no later than November 30 of the year in which the time will not be used.

**Section 17.2. Personal Day.**

Each employee assigned to a 24 hour shift shall receive one (1) 24 hour Personal Day per calendar year. Any employee hired after May 31 is not eligible for a Personal Day for that year. The Personal Day shall not accumulate or roll-over. The Personal Day shall be scheduled in accordance with Section 17.5 (Scheduling Time Off).



### Section 17.3. Administrative Day.

Each Captain and Lieutenant shall receive one (1) 24 hour Administrative Day per calendar year. The Administrative Day will be scheduled in accordance with Section 17.5 (Scheduling Time Off). This day is intended as compensation for minor shift over-runs.

### Section 17.4. Incentive Time.

- (a) Safe Driving Day. A safety incentive program has been established for those employees required to drive a vehicle or operate a heavy piece of equipment in the course of their daily assigned activities. As part of the Village's safety program, employees expected to drive a Village vehicle or share responsibility for driving a Village vehicle for at least 80 days in a calendar year are eligible for a Safe Driving Day. The Safe Driving Day is provided to qualified employees who are determined to have had no preventable accidents or no preventable accidents have occurred in which an employee shares responsibility in the previous calendar year. The employee must have worked for the Village in a capacity requiring him to drive a vehicle or operate a heavy piece of equipment for at least nine (9) months during the previous year.

The Safe Driving Day shall not accumulate from year to year. The day off will be selected in accordance with Section 17.5 (Scheduling Time Off).

- (b) Paramedic Preceptor Day. An employee who is designated by the Battalion Chief as the primary preceptor for a paramedic student shall earn 24 hours of time off (Preceptor Day) that may be scheduled as regular time off during the regular calendar year so long as the employee has served as a Preceptor on at least 23 duty days during the duration of his Preceptor assignment (i.e., from the date the field internship begins until the date the paramedic student challenges the state exam). An employee designated by the Battalion Chief as a secondary preceptor shall earn 12 hours time off (Preceptor Day) for the completion of each preceptor assignment so long as the employee has served as a primary Preceptor for at least 5 duty days of such Preceptor assignment.
- (c) Chief's Time. The Employer reserves the right to grant additional time off (Chief's Time) to employees who have performed additional services which would not be subject to regular or overtime compensation.

### Section 17.5. Scheduling Time Off.

For the purposes of this Section, "time off" shall include: Vacation, Personal Day, Work Reduction Days, Administrative Day, and Incentive Time. On or about November 1, the Battalion Chief or his designee shall notify each shift to schedule time off from January 1 of the next year through January 6 of the next following calendar year. At least five (5) Time Off Slots per shift will be available for the months of January and February, and at least six (6) Time Off Slots will be available for the months of March through December.

The employees on each shift including Battalion Chiefs shall then select their leave preferences in the order of their seniority within the Department, with the most senior employee on the shift having first choice, the next most senior employee having the second choice, and so on; provided, however, that no more than three (3) officers (Lieutenant, Captain, or Battalion Chief), and no more than three (3) engineers, and no more than two (2) tower drivers may be scheduled off on any duty day. Any changes in shift assignment for the following calendar year shall, to the extent practicable, be announced prior to November 1. Once all picks have been completed, the calendar is considered "closed" and remaining slots are subject to the provisions of Bubble Days, where applicable.

Employees may schedule single or consecutive days off in their initial and subsequent vacation selection process picks, provided, however, that each employee may jump one (1) blocked day one (1) time during picks. Leave must be scheduled in increments of at least one (1) duty day and not more than seven (7) duty days at a time, provided, however, that the Fire Chief may, in his reasonable discretion, permit leave to be taken in increments of greater than seven (7) duty days where there are extenuating circumstances. When an employee selects a day in his long Work Reduction cycle, the first day selected in that cycle is designated as his Work Reduction Day. When the number of slots available to be picked within a Work Reduction cycle is reduced to a point that only Work Reduction Days may be scheduled, preference for those slots is given to employees in order of seniority. Non-bargaining unit members assigned to 24 hour shift will be assigned to each cycle but shall have the option to pass on their picks within each cycle.

Notwithstanding the above, employees may not combine more than nine (9) consecutive scheduled days off, including Vacation, Work Reduction Days, Personal Day, Administrative Day, Incentive Time, Hire Back Bank/Comp time, and duty trades, without the Fire Chief's prior approval. However, the Fire Chief may, in his reasonable discretion, permit such leave to be taken in increments greater than nine (9) duty days where there are extenuating circumstances. Any such requests shall be submitted to the Fire Chief in writing, when practicable, clearly outlining any and all extenuating circumstances surrounding the additional time off requested.

Cancellation of scheduled vacation time must have the approval by the Shift Commander or above.

#### Scheduling Days Off After the Calendar is Closed

After leave has been scheduled in accordance with the foregoing, employees may trade or reschedule previously scheduled or unscheduled leave days with the prior approval of the Battalion Chief or his designee. Ordinarily, requests to trade or reschedule a leave day will be granted if it will not result in more than the designated number of employees being scheduled off and the manning requirements outlined immediately above are maintained.

If open slots on the Leave Calendar exist after all employees have completed their picks and the shift is staffed at the authorized level, the open slots will remain available to employees with available leave time (subject to the Bubble Days provisions, if applicable), provided, however, that an employee newly assigned or returning to the shift (e.g., through shift change, newly hired, or military leave), has priority selection of the open slots. When the Shift Commander determines the day is available for scheduling, he/she shall provide notice to the shift. At that time, those with available leave time will be able to request slots based on a continuation of the current year's vacation pick rotation.

### Bubble Days

Bubble Days are intended to allow maximum scheduling flexibility for employees, while limiting overtime expenses through hire-backs for the Fire Department, as long as the limits set forth below have not been exceeded.

After the calendar is closed, the fifth and sixth time-off slots, if available, shall be designated as Bubble Days. If an employee is granted the Bubble Day, the employee shall be required to call the Battalion Chief/Shift Commander between 0715 and 0730 hours to determine if his Bubble Day is still in effect, or if he must report for his shift.

An employee shall not be allowed to schedule consecutive Bubble Days, unless no other employee has requested a Bubble Day. Fractions of a day or partial days can be available for Bubble Days upon approval of the Shift Commander. An employee who has been assigned a Bubble Day may Duty Trade to cover the shift.

### Section 17.6. Limitation on Accumulation of Leave Time.

Except as provided below, Personal Day, Administrative Day, and Safe Driving Day shall not accumulate from year to year. Vacation credits shall be used within a twelve (12) month period following the end of the calendar year in which the credits were earned. Exceptions to these limits are:

- (a) An employee who is prevented from taking all of his/her earned leave prior to the end of the calendar year because he/she is off on extended sick leave or disability leave may carry over any such days to the next calendar year.
- (b) An employee is unable to schedule leave because the Leave Calendar is full.
- (c) An employee's request to carry over earned leave to the next Calendar year is specifically approved by the Village Manager.

Work Reduction Days shall not accumulate from year to year under any circumstance, with the exception of the first year of employment.

### Section 17.7. Pay for Earned but Unused Leave Upon Separation.

If at the time of separation an employee has earned but not used Vacation time or Compensatory time calculated through his/her last payroll period, said time shall be paid at the employee's rate of pay at time of separation. In the event of death, any Vacation time or Compensatory time, earned but unused shall be paid to the designated beneficiary of the Village's Life Insurance Plan of the deceased employee.

**ARTICLE XVIII**  
**LEAVES OF ABSENCE**

**Section 18.1. Sick Leave.**

Sick Leave shall be accrued at the rate of twelve (12) hours per month commencing the first month in which the employee starts on or before the 16<sup>th</sup> and for each month of service in which the employee is employed past midnight on the 16<sup>th</sup> of the month.

Sick Leave shall be granted to an employee who is unable to work due to non-work related illness or injury that prevents him/her from effectively performing his/her job. Sick Leave shall not be considered as personal time which an employee may use at his or her discretion. This shall be allowed only in case of actual sickness or disability or pregnancy or because of illness or death in the immediate family.

To be granted sick leave when sickness occurs off duty, the employee must call in to the Shift Commander at least sixty (60) minutes prior to the start of his assigned shift. This requirement must be met on each duty day of each occurrence unless the requirement is waived by the Shift Commander. The employee is required to report only that he is requesting sick leave and will be unable to report for duty. If there is reason to believe that the employee may use additional sick time beyond the initial day requested, the Shift Commander taking the report may request that the employee make a second call after the start of his/her normal shift to discuss the situation with his/her regular Shift Commander.

A doctor's certification of the need for sick leave shall be required after two (2) consecutive shift days, as evidence of an employee or family illness or injury that prevents attendance at work and that the employee is fit to return to duty. The Fire Chief or his designee may waive this requirement. However, when the use of sick time is used in conjunction with scheduled time off (including Vacation, Work Reduction Days, Personal Day, Administrative Day, Incentive Time, duty trades and Hire Back Bank/Comp Time) so that the total stretch of time off exceeds nine (9) consecutive duty days, a doctor's certification of the need for sick leave may be required.

As mutual protection for the Village and the employee, the Chief may require an employee to submit to a fitness for duty physical examination by a physician designated by the Village Manager or Fire Chief and at the Village's expense.

**Section 18.2. Annual Sick Leave Buy Back.**

Employees who have not exhausted their sick leave credits for the current year (December 1 through November 30) are eligible for up to forty-eight (48) hours pay, payable on the payday preceding Christmas. To be eligible, the employee must have been employed for one full calendar year prior to December 1.

Payment shall be made at the rate of pay for the position currently held by the employee. The "up to forty-eight (48) hours" for which the employee is paid will then be deducted from the unused sick leave earned during the previous twelve (12) months and any remaining days will accumulate with those of prior years. Sick leave taken during the year shall be deducted from the sick leave earned.

All shift personnel shall be eligible for the buy-back program according to the following schedule:

Number of Hours Used	Number of Hours Eligible for Buy Back
0	48
1 to 48	24
More than 48	0

Section 18.3. Retirement Sick Leave Buy Back.

Employees covered by this Agreement who separate from employment with the Village shall be reimbursed at his/her rate of pay in effect at the time of separation for fifty (50%) percent of all accumulated sick leave in excess of 1000 hours.

Section 18.4. Funeral Leave.

Employees shall be granted Funeral Leave benefits of one (1) duty day without loss of pay in the event of the death in the immediate family or spousal miscarriage, provided, however, that the Village Manager or his designee may, in his/her reasonable discretion, grant Funeral Leave beyond one (1) duty day and that the Village Manager or his designee may grant Funeral Leave in the event of a death in the extended family.

For purposes of this Section, immediate family shall include current spouse, child or grandchild, parent (including step parent and foster parent) or grandparent, sister or brother, brother-in-law or sister-in-law, parent of a current spouse, son-in-law or daughter-in-law, and any other relative living in the employee's household.

Section 18.5. Military Leave.

Employees will provide copies of orders, pay stubs or pay rate confirmation as soon as available. In the interim, the Village shall use the pay grade posted on the federal government website based upon the employee's rank at the time of deployment, for purposes of calculating net pay. Upon receipt of the documentation from the employee, a true-up of the employee's net pay shall occur.

- (a) Reserve Training Leave. Any full time employee who, as a member of a military reserve unit of the United States or the State of Illinois, attends annual reserve training, shall be given leave, not to exceed fifteen (15) consecutive calendar days a year. In addition, any full time employee who, as a member of a military reserve unit, is ordered to active duty shall be given leave to the extent of his/her military orders.

This reserve training and active duty leave shall in no way affect vacation, sick leave, seniority or other benefits.

The employee will receive full pay during the leave computed at an amount equal to one hundred (100%) percent of an employee's current base pay, less any base military pay.

- (b) Regular Inductee. Any employee who leaves active employment for the purpose of entering the armed forces or Coast Guard, either by enlistment, draft, or recall, (including activation of a reserve unit), will be granted a Military Leave of Absence.

Upon the expiration of such Leave of Absence, each employee will be restored to his/her former job classification or to a position of like seniority, status and pay, unless circumstances of the Village have so changed as to make it impossible or unreasonable to do so. This will be done in accordance with USERRA.

#### Section 18.6. Jury or Witness Duty Leave.

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay less any fees received. If a bargaining unit employee is required to participate in legal proceedings as a result of his employment with the Village on an off-duty day, such employee will be compensated for all hours worked with a two (2) hour minimum guarantee. Actual hours worked shall count as hours worked for purpose of paying overtime. If an employee receives compensation, the employee shall endorse those fees, (less documented travel expenses) to the Village. Any appearance fees paid to the employee when he appears in his official capacity as a Palatine employee shall be surrendered to the Village.

#### Section 18.7. Family and Medical Leave.

Employees covered by this Agreement shall be eligible to take Family and Medical Leave on the same terms and conditions as are in effect for all other Village employees as stated in the Employee Handbook; provided that only an employee's accrued vacation leave may be used only at the employee's request.

#### Section 18.8. Discretionary Leave.

- (a) Employees may, upon written request, be granted Discretionary Leave for a designated purpose and period of time, generally not to exceed six (6) months in duration.
- (b) The written request must be approved by both the Department Head and the Village Manager.
- (c) The Village Manager shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

## **ARTICLE XIX**

### **GENERAL PROVISIONS**

#### **Section 19.1. Bulletin Boards and Mail Boxes.**

The Village shall permit the Union President or his designee to share one of the existing bulletin boards, which shall be no less than three feet by four feet (3' x 4'), in each fire station in an approved location readily visible to the Union members. The Union will limit the posting of Union notices to such bulletin boards and shall be responsible for maintaining its share of bulletin boards. All postings on the Union bulletin boards shall be non-political, non-abusive, non-inflammatory, non-defamatory, and non-discriminatory.

In addition, the Union President or his designee can place Union materials in the mail boxes (including electronic mail) of members of the bargaining unit, provided that the exercise of this privilege shall comply with the Electronic Communications Policy of the Village of Palatine and will not interfere with normal Fire Department operations and shall be at no cost to the Village.

#### **Section 19.2. Ratification and Amendment.**

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

#### **Section 19.3. Physical Fitness.**

(a) The Village may establish a reasonable mandatory physical fitness program which will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the Village shall review and discuss the program at a meeting of Labor-Management Committee and such program will be based on individualized goals.

(b) An employee's participation in a physical fitness program shall normally occur during an employee's normal work day, provided however, that an employee participating in fitness activities immediately before or after his/her tour of duty shall be credited for participation upon presenting reasonable evidence of such participation. Employees shall not be prohibited from participating in a physical fitness program during assigned time, provided however, that such participation shall not interfere with normal Fire Department operations.

#### **Section 19.4. Uniforms.**

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued such clothing or equipment under a quartermaster system. Bargaining Unit Members will adhere to Palatine Fire Department Rules and Regulations, Section 715 (ADM 08-001).

#### Section 19.5. Secondary Employment.

The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs and that if there is any conflict of interests between their primary jobs with the Village and any secondary employment, the conflict shall be resolved in favor of the primary job. Accordingly, all secondary employment (including self-employment), including any changes in the nature and/or extent of such employment, shall be subject to notice and approval of the Fire Chief and Village Manager. Notice shall be written and approval may be conditional as referenced in the Employee Handbook (Dated January 1, 2008), but such conditions shall be uniformly applied.

#### Section 19.6. Medical Examinations.

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Fire Chief may require, at Village expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village.

The Village may also require any or all employees to take a complete medical examination as often as once a year, with one month's notice to the employee, at the expense of the Village.

If the employee is not found fit for duty by the physician selected by the Village, the employee, at his expense, may be examined by a reputable physician of his / her own selection. If found fit by this physician, then a third physician will be selected by the parties to determine whether the employee is fit for duty. In addition, if the employee is found fit or unfit for duty by the employee's physician and the Village disputes such finding, the employee will be examined by a third physician to be selected by the parties whose decision shall be final. The cost of this third physician will be equally divided by the Village and the employee. During the period of reviewing fitness for duty and after final determination is made, an employee not found fit for duty may apply for sick leave or other leave of absence as provided in this Agreement and/or for a disability pension to the extent provided for by state statutes.

#### Section 19.7. Subcontracting.

The Village reserves the right to subcontract subject to requirements of applicable law, rule or regulation. In the event that the Village desires during the term of the Agreement to subcontract any work currently performed by firefighters and firefighter/paramedics relating to fire suppression, or emergency medical services, the Village shall notify the Union of its proposal in writing. Upon request from the Union, the Village shall meet and negotiate in good faith with the Union as to its proposal before taking any action to implement its proposal in accordance with its duty to bargain as required under law. These provisions shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments.

This Agreement shall not be construed to waive any of the Union's statutory rights to bargain as to the subject of subcontracting, including any rights secured to the Union under SB834, "The Substitute Bill," reflected in the amendments to the Municipal Code, 65 ILCS 5/10-2.1-4, effective June 1, 2008. As of the effective date of this Agreement, the parties do not agree as to the scope and impact of "The Substitute Bill," as it relates to the Village's desire to subcontract bargaining unit work.



#### Section 19.8. Maintenance of Specific Working Conditions.

During the term of this Agreement, the Village will continue to maintain the following working conditions for employees who are assigned to 24-hour shifts:

- (a) Shift personnel shall be allowed, with the approval of their Company officer, reasonable time to shop for food and kitchen supplies during their tour of duty with the understanding that the Fire Department vehicle shall remain in service during such time.
- (b) Employees shall be allowed to use Village TV sets and video equipment, telephones, and hobby materials as may be available at the firehouse during their non-assigned time, subject to such reasonable rules and regulations as the Village may prescribe.

None of the foregoing shall interfere with the normal operations of the Fire Department.

#### Section 19.9. Safety Committee.

A Fire Department Safety Committee of three (3) persons designated by the Fire Chief and three (3) bargaining unit employees designated by the Union President shall meet monthly unless such meeting is cancelled by the Chairperson. The Chairperson shall be appointed by the Fire Chief. The Fire Chief's appointees may be rotated amongst more than three (3) persons. A quorum of four (4) members shall be necessary to conduct business. The Fire Department Safety Committee shall abide by the Village Safety Policy Manual.

The final decision regarding a Safe Driving Day resides with the Fire Chief upon the recommendation of the Village-wide Safety Committee.

For the purpose of the Village Safety Committee, the non-management employee representative from the Fire Department shall be designated by the Union President. The Village Safety Committee shall meet as defined by the Village Safety Manual.

Attendance at the Fire Department Safety Committee meetings will be voluntary and not compensated, except that on-duty employees may attend during regular work hours, as long as normal operations can be sustained. If the Village Safety Committee is scheduled while the member is on-duty, the employee may be permitted to attend the meeting without loss of pay, so long as normal operations can be sustained. A member of the Village Safety Committee who attends a Village Safety Committee Meeting while off-duty shall be compensated for the duration of the meeting.

#### Section 19.10. Indemnification.

The Village shall provide legal representation and will indemnify and hold harmless employees against any legal complaints or judgments entered against them for conduct arising out of their employment, as required by state law, except when the claims involve claims for punitive or exemplary damages, in which case legal representation shall be available to the extent provided by the Village's insurer.

#### Section 19.11. Shift and Station Assignments.

Shift and station assignments for all positions shall be made no later than November 1 of each preceding year. Employees shall be given ten (10) days in which to submit a request for a given shift and station. The request may include reasons for a change in shift and station, provided that such reasons shall be considered confidential. The Fire Chief and/or his designees shall make the determination of shifts and station assignments based upon the operational needs of the Department, provided that such determination shall not be arbitrary and capricious. Operational needs may include, and are not limited to, issues such as personality disputes between the employees. This shall not preclude the Fire Chief and/or his designees from making adjustments to shift or station assignments at any time, based on the operational needs of the Department.

#### Section 19.12. Paramedics.

If, at any time during the term of this Agreement, the requirement for members of the bargaining unit below the rank of Lieutenant to maintain EMT-P certification is rescinded by the Village of Palatine, a meeting shall be called to negotiate the impact and effects of such decision. But such negotiations shall not delay the implementation of such decision, provided that the Union is notified at least fourteen (14) days prior to implementation. Impacts and effects may include determining eligibility for maintaining paid status as a paramedic (e.g., opting in or out), and the administrative responsibilities of the Village for employees maintaining paramedic certification in an unpaid status. In addition, the rescission of the requirement of Firefighter to maintain EMT-P certification shall authorize the parties to bargain mid-term over a new wage schedule for Firefighter/EMT only.

While actively employed by the Fire Department, the Village shall continue to pay all costs to initially obtain EMT-B and/or EMT-P certification. This shall not be applicable if an employee as a member of the Fire Department has to repeat an initial certification course because he/she failed it the first time around.

#### Section 19.13. Residency.

Employees may live in Wisconsin and anywhere in Illinois north of Interstate 74.

#### Section 19.14. Rules and Regulations.

Consistent with the provisions of ARTICLE VI of this agreement, as reasonable new rules and regulations are established, the Village will provide the Union with seven (7) days advance notice. Such rules and regulations will be enforced equitably throughout the Department.

#### Section 19.15. Deferred Compensation and Retirement Health Savings Plans.

Employees covered by this Agreement shall be eligible to voluntarily participate in the Village's Deferred Compensation Plan subject to the applicable restrictions and limitations with no cost to the Village.

The Village agrees to cooperate with the Union in establishing tax-exempt trust accounts, through its Retirement Health Savings Plan, on behalf of the bargaining unit employees into which contributions will be made in such amounts as may be agreed to by the Union and the

Employee from sick day buy back monies or other agreed sources otherwise payable to eligible employees. The Village's existing policies and practice as to contributions made on behalf of Captains shall be continued, except the Captains shall be included as part of the bargaining unit group.

Section 19.16. Tuition Reimbursement.

Employees covered by this Agreement shall be eligible to participate in the Village's Tuition Assistance program as outlined in the employee handbook (Dated January 1, 2010).

Section 19.17. Prevailing Rights.

All rights, privileges, and benefits identified in the Village's Employee Handbook enjoyed by the employees at the present time which are not covered by this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement, unless changed by mutual written consent or as provided herein.

Section 19.18. Union Meeting Attendance.

The Village shall allow on-duty personnel assigned to the station at which the Union meeting is being held, plus one unit from each station which is in a contiguous district to the station at which the meeting is held, to attend Union meetings at which voting for a ratification of a Village/Union contract is conducted, so long as those units remain in service and are first due. For all other Union meetings, the Village will allow the use of Village facilities, and only on-duty personnel assigned to the station at which such meeting is being held may attend, so long as such personnel remain in service and are first due. In addition, the parties shall cooperate in the use of video conferencing or other equivalent technology, in lieu of the attendance of on-duty personnel from other stations.

Section 19.19. Non-waiver of Statutory Benefits.

Nothing in this Agreement shall be construed as a waiver of the employee's rights under the following Acts: the Personnel Records Review Act (820 ILCS 40/1, et seq.), the Freedom of Information Act (5 ILCS 140/1, et seq.), the Worker's Compensation Act (820 ILCS 305/1 et seq.), and the Public Safety Employees Benefit Act (820 ILCS 320/1 et seq.). However, any alleged violations of any of said Acts shall not be subject to the Grievance and Arbitration procedures of this Agreement.

**ARTICLE XX**  
**PROMOTIONS TO LIEUTENANT**

**Section 20.1. General.**

Promotions to the rank of Lieutenant [and Captain] shall be conducted in accordance with the provisions of the Fire Department Promotions Act (Public Act 93-411, 50 ILCS 742). Nothing in this Agreement shall be construed to imply a waiver of the provisions of the Act. It is the intent of the parties that promotional examinations are to be administered in accordance with the procedures of the Act, except as expressly modified by this Agreement. Where other provisions of this Article provide for language that is different from the language of the Act, such language shall be construed as supplementary to the language of the Act and not a waiver. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter/Paramedic who meet the eligibility requirements set forth in Section 20.2 below and desire to submit themselves to such process. The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in Section 20.2 below and desire to submit themselves to such process.

**Section 20.2. Eligibility Requirements.**

Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if they (1) have completed a minimum of four (4) years on the Palatine Fire Department, including probation, as of the date of the written examination, and (2) are certified as Firefighter III and/or Advanced Firefighter as described by the Illinois Office of the State Fire Marshal.

Anniversaries of service which affect eligibility for promotion will be considered to occur on the anniversary of the employee's date of hire. However, any gap in continuous full-time service shall be subtracted from the employee's time of service for the purpose of determining eligibility. The parties agree that this Section shall constitute compliance with Section 15(b) of the Fire Department Promotion Act.

**Section 20.3. Components of the Promotional Process and the Weighting of Components.**

The placement of eligible candidates on a Lieutenant promotional list shall be based on the points achieved by the candidate on each of the following components:

<b><u>Component</u></b>	<b><u>Percentage Weighting</u></b>
Chief's Points	5%
Officer Evaluation	10%
Seniority	10%
Ascertained Merit	10%
Oral Interview	25%
Written Exam	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 so advise the Board of Fire and Police Commissioners in writing.

Section 20.4. Administration of Promotional Process Components.

The components of the promotional process shall be administered in the following order:

- A. Chief's Points. The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Lieutenant. The criteria used in assigning Chief's points shall be disclosed to all candidates prior to assigning points, shall be job-related and be applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List. Monitors shall not be required regarding the process of assigning Chief's Points.
- B. Officer Evaluation. Each candidate for the rank of Lieutenant shall be evaluated by a separate panel of seven (7) active Palatine Fire Department officers of higher rank than the candidate, consisting of the following:
  - (1) Each candidate's assigned Lieutenant, Captain, and Battalion Chief, provided that the candidate has been assigned to those officers for ninety (90) days or more as of the date the evaluations begin. If the candidate has been assigned to any or all of those officers for less than 90 days, the candidate's previously assigned officer or officers in the respective ranks will be utilized in place of each candidate's currently assigned officer;
  - (2) The Fire Chief or his designee shall select two evaluators; and
  - (3) The candidate shall select two evaluators.

The candidate shall be notified in writing via personal delivery of the identity of the mandatory evaluators and the Fire Chief's selections for evaluators. Candidates shall then have ten (10) days within which to make their selections after such notification is received by the candidate. The candidate shall provide written notice of his/her selections to the Fire Chief who shall forward them on to the Board of Fire and Police Commissioners within such time limit, provided that if the candidate fails to provide such timely written notice, the Fire Chief or his designee shall make such selection on behalf of the candidate and shall notify the Board of Fire and Police Commissioners and the candidate in writing.

The officer evaluation for Lieutenant shall be based on the following job-related qualities of an effective leader:

- 1. Leadership by example;
- 2. Demonstration of superior job knowledge and skills, including a record of demonstrating strong organizational skills;

3. Ability to motivate members of a team to perform necessary tasks, including, but not limited to, performing unpleasant tasks and assignments;
4. Ability to make unpopular decisions when necessary (e.g. choosing the “harder right,” willingness to stand up for his/her convictions, etc.);
5. Ability to work well in a group setting (e.g. allowing a group to devise a solution to a problem while working as both a team member and a team leader);
6. Ability to identify a team’s strengths and weaknesses;
7. Ability to make sound judgments (e.g. separating personal emotions from objective factors);
8. Ability to function under stress in a calm and deliberate manner;
9. Possession of qualities of character, including, but not limited to: honesty, optimism, creativity, integrity, dependability, and diplomacy;
10. Ability to sacrifice personal interest to the needs of the group as a whole.

Each officer on the evaluation panel will evaluate each candidate independently. Scoring for each quality will be based on a scale from zero (0) to four (4).

#### Scoring for Officer Evaluation

- 0/F – Does not routinely meet expectations
- 1/D – Occasionally fails to meet expectations
- 2/C – Consistently meets expectations
- 3/B – Occasionally exceeds expectations
- 4/A – Consistently exceeds expectations

Evaluators may turn in their sealed evaluations to the Fire Chief or his designee before the deadline, and the Fire Chief will forward the sealed evaluations to the Board of Fire and Police Commissioners or its designee. The Union and the Village may each select up to two (2) impartial persons who are not members of the Department to monitor and review the administration (including unsealing evaluations), calculation of composite and weighted scores, and the posting of scores by the Board of Fire and Police Commissioners.

In calculating each candidate’s composite score, each evaluator’s score for each candidate shall be totaled then divided by ten (10). Such evaluator’s average score shall then be added to each other evaluator’s average score for each candidate by the Board of Fire and Police Commissioners or its designee, and such total shall then be divided by seven (7) in order to determine each candidate’s composite score. Such candidate’s composite score shall then be multiplied by 2.5 by the Board of Fire and Police Commissioners or its designee

in order to determine each candidate's weighted score and shall be posted no later than fourteen (14) days prior to the beginning of the oral interview process. For each candidate evaluated, the candidate, his or her assigned Battalion Chief, all Deputy Chiefs, the Fire Chief, all other evaluators and the Union shall have the right to review the completed evaluations at the conclusion of the promotional process.

- C. Seniority. Seniority points shall be computed as of the date of the written examination. Candidates in the Lieutenant promotional process shall be granted one half (1/2) point for each full six (6) months of service as a sworn member of the Palatine Fire Department since the employee's four (4) year anniversary up to a maximum of ten (10) points. The seniority list shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.
- D. Ascertained Merit. The parties agree that this Section shall constitute compliance with Section 40(a) of the Fire Department Promotions Act. Candidates wishing to receive points under Ascertained Merit shall include substantiation of points (i.e. Copies of degrees, transcripts, or certifications, evaluations or letters certifying involvement, etc.) with the application packet. Ascertained Merit points shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall be computed on the basis of the following (maximum of 10 points):

EDUCATION (Max 5 points)

Associate Degree from an accredited college or university – 1 point,  
or  
Bachelor Degree from an accredited college or university – 2 points,  
or  
Master Degree from an accredited college or university – 3 points  
(i.e., an employee can receive points for only one degree level).

Fire Apparatus Engineer - ½ point  
Fire Prevention Officer I – ½ point  
Smoke Divers – ½ point  
FAST – ½ point  
RIT Under Fire – ½ point

Fire Officer I coursework – ¼ point per class  
Fire Officer II coursework – ¼ point per class  
(Fire Officer II coursework includes Incident Safety Officer)  
Saving Our Own – ¼ point  
First-In Officer – ¼ point  
Light'em & Fight'em – ¼ point  
Fire College – ¼ point

(Points may not be duplicated for repeating same class.)

### SPECIALTY TEAM (Max 1 ½ points)

Former full or associate member with at least five (5) years service or current full or associate member of the Bicycle Paramedic, Dive Rescue, Fire & Arson Investigation, Hazardous Materials, or Technical Rescue Team.

1 point for first team, ½ point for additional team (Max 1 ½ points)

### EXPERIENCE

Maximum 1 point for paramedic preceptor activity current or former

Actually serving as a primary paramedic preceptor – 1 point

Actually serving as a secondary paramedic preceptor – ½ point

Palatine Fire Department Engineer – ½ point

Former member with minimum three (3) years experience or current member of the Palatine Fire Prevention Bureau – 1 point

### COMMITTEES, BOARDS, AND AREAS OF RESPONSIBILITY

(Max 3 ½ points)

½ point current, ¼ point for previous

Awards	Insurance Advisory Committee
Benevolent Association Board	Juvenile Fire Setter Interventionist
Building & Grounds	Ladders
CARS/GEAC/Image Trend	Life Jacket Loaner Program
Clothing Committee	Maps/PIP
Computers/Firehouse	New Employee Mentor
CPR Instructor	New Vehicle Committee
Defibrillator & Battery Manager	NFIRS
EMS Advisory Board	Pension Board
EMS Education & Training	Physical Fitness
EMS Equipment & Inventories	Policies and Procedures
EMS PBPI	Public Education
EMS Reporting & Documentation	Radios
EMS Research & Development	Retired Personnel Liaison
EMS System Affairs	RIT (RIC) Training
Foreign Fire Tax Board	Safety Committee SCBA
Harper College Intern Mentor	School Talks Instructor
Hazardous Materials Monitors	(including High School Program)
Historian	Small Tools Inventories
Honor Guard	Traffic Pre-Emption
Hose	Union Executive Board
Human Services	Union Steward
Infection Control	Vehicle Maintenance



- E. Oral Interviews. Oral interviews shall be scored by a seven (7) member panel. The panel shall consist of three (3) members of the Board of Fire and Police Commissioners (as determined by the Board of Fire and Police Commissioners), two (2) members selected by the Union, and two (2) members selected by the Fire Chief or his designee. The Union and Fire Chief shall decide jointly whether their picks shall be from a pool of (1) active and retired Palatine Fire Department employees of higher rank than the candidates, (2) certified assessors, and/or (3) other outside Fire Department personnel of a higher rank than candidate from a fire department of comparable size in the Chicago metropolitan area. If a joint decision cannot be reached by the Union and the Fire Chief within forty five (45) days of the written examination, the Union and the Fire Chief may make their selections from any of the three pools of panel members. The panel shall conduct an individual oral interview with each candidate. Questions asked during the oral interview shall be job-related and be applied uniformly to all candidates.

Oral interviews shall be scored by each panel member separately, on a scale of a maximum of 100 points. The scores of each panel member shall then be added together by the Board of Fire and Police Commissioners or its designee, and such total shall be divided by seven (7) members in order to obtain the candidate's average score. Such average score shall be multiplied by 25% in order to determine its weighted value. The Union and the Fire Chief may each elect to have their selections for panel members present to monitor and review the administration, calculation, and posting of scores.

- F. Written Examination. The written examination shall be administered at least fourteen (14) days after all the other components have been administered. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for promotion to the rank of Lieutenant in the Palatine Fire Department. The Union and the Village may each select up to two (2) impartial persons who are not members of the Department to monitor and review the administration, scoring, and posting of scores for the written examination. Two copies of the written materials on which the examination is based will be made available to potential examinees at each fire station at least ninety (90) days before the examination is administered. The written examination will be the last phase of the promotional examination process.

#### Section 20.5. Monitoring.

The Union and the Village may each select up to two (2) impartial persons who are not members of the Department (except for the Oral Interviews, as may be provided in Section 20.4.E) to monitor and review the administration, scoring, and posting of scores for all components except Chief's Points and Seniority. This Section is a modification of Section 25 of the Fire Department Promotion Act. The observers monitoring the promotion process (including the oral interview) are authorized to be present and observe when any component of the test is administered or scored including any discussion during the scoring process which may affect the

outcome of scores or placement on the list. Observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Article to the Village and the Union.

Section 20.6. Scoring of Components and Posting of Preliminary Promotion List.

The scores for each component of the promotional process shall be posted 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 Board of Fire and Police Commissioners on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

Section 20.7. 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 any applicable law may file a written application within 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 Board of Fire and Police Commissioners shall make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points awarded. The final promotion list shall then be posted on the bulletin board at each fire station no later than twenty-one (21) days after the expiration of the time period for claiming veteran's preference points listing, in rank order from highest to lowest, the scores of all candidates whose scores for all components of the promotional process and veteran's preference points, if any, are 70 or better.

Section 20.8. Review Session.

At the conclusion of the examination process, candidates may request a private review session with the Fire Chief and his designee(s). At such review session, the Fire Chief and his designee(s) will provide the scores of the components of the examination process, provide the reasoning underlying the criteria used in assigning Chief's Points (but not the Chief's rationale for any individual's score on the Chief's Points component), the rationale underlying the questions posed for the oral interviews, as well as gather feedback on the examination process from the candidate. Candidate(s) shall also be provided with access and an opportunity to review the officer evaluation forms.

The parties agree that the substance of such feedback or reasoning is provided solely for the purpose of providing insights to the candidate to foster personal growth and improve performance, and, consistent with Section 20.11(Right of Review), shall not be the subject of a grievance.

#### Section 20.9. Order of Selection.

When there is a vacancy (e.g., a position becomes vacant due to resignation, discharge, promotion, death or the granting of a disability or retirement pension, or any other cause) or a newly created position in the rank of Lieutenant that the Village Council has funded and authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotion list, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has since the posting of the promotion list demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant. If the highest ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to the grievance procedure contained in ARTICLE X of the Agreement.

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

#### Section 20.10. Duration of Final Promotion List.

A final promotion list shall be effective for a period of three (3) years from the date of its posting or until the list is exhausted, whichever occurs first. If a vacated Lieutenant or Captain position is not filled due to the lack of funding or authorization by the corporate authorities and is subsequently reinstated during a period of up to five (5) years beginning from the date on which the position(s) was vacated, such position(s) shall be filled from the list in effect when the vacancy originally occurred. All other vacancies shall be filled from the list(s) in effect when the vacancy occurs.

#### Section 20.11. Right of 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 may file a grievance at Step 3 in accordance with the provisions of the grievance and arbitration procedure set forth in ARTICLE X of this Agreement, subject to the following provisions:

- A. Any such grievance must be filed within five (5) calendar days of the date the final promotion list is posted.
- B. The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in ARTICLE X.

- C. The grievance shall not involve any claims relating to disputes over the level of ratings or points awarded by an evaluator, interviewer, the Fire Chief or his designee as to any component of the test, other than the accuracy of the computations of the points awarded.

If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 20.12. Battalion Chiefs and Division Chiefs.

Consistent with applicable law, the parties agree that promotions to the rank of Battalion Chief and Division Chief are exempt from the provisions of the Fire Department Promotion Act (50 ILCS 742/1 et seq.), and that the Village has the sole authority to promote employees to the rank of Battalion Chief and Division Chief.

**ARTICLE XXI**  
**PROMOTIONS TO CAPTAIN**

**Section 21.1. General.**

Promotions to the rank of Captain shall be conducted in accordance with the provisions of the Fire Department Promotions Act (Public Act 93-411, 50 ILCS 742). Nothing in this Agreement shall be construed to imply a waiver of the provisions of the Act. It is the intent of the parties that promotional examinations are to be administered in accordance with the procedures of the Act, except as expressly modified by this Agreement. Where other provisions of this Article provide for language that is different from the language of the Act, such language shall be construed as supplementary to the language of the Act and not a waiver.

The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in Section 20.2 below and desire to submit themselves to such process.

**Section 21.2. Eligibility Requirements.**

Members of the bargaining unit shall be eligible to participate in the process for promotion to Captain if they (1) have completed a minimum of two (2) years as a Lieutenant on the Palatine Fire Department as of the last day of the month in which the oral interviews begin, and (2) are certified as Fire Officer I by the Illinois Office of the State Fire Marshal.

Anniversaries of service which affect eligibility for promotion will be considered to occur on the anniversary of the employee's date of promotion to Lieutenant. However, any gap in continuous full-time service shall be subtracted from the employee's time of service for the purpose of determining eligibility. The parties agree that this Section shall constitute compliance with Section 15(b) of the Fire Department Promotion Act.

**Section 21.3. Components of the Promotional Process and the Weighting of Components.**

The placement of eligible candidates on a Captain promotional list shall be based on the points achieved by the candidate on each of the following components:

<b>Component</b>	<b>Percentage Weighting</b>
Seniority	5%
Ascertained Merit	10%
Chief's Points	10%
Battalion Chief Evaluation	25%
Peer Evaluation	25%
Oral Interview	25%

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 so advise the Fire Chief or his designee in writing.

Section 21.4. Administration of Promotional Process Components.

The components of the promotional process for Captain shall be administered in the following order:

- A. Seniority. Seniority points shall be computed as of the last day of the month in which the oral interviews begin. Candidates in the Captain promotional process shall be granted one (1) point for each full two (2) years of service as a Lieutenant on the Palatine Fire Department since the employee's two (2) year anniversary of promotion up to a maximum of five (5) points. The seniority list shall include the promotion date, any breaks in service, the total number of eligible years, and the number of seniority points.
- B. Ascertained Merit. The parties agree that this Section shall constitute compliance with Section 40(a) of the Fire Department Promotions Act. Candidates wishing to receive points under Ascertained Merit shall include substantiation of points (i.e. copies of degrees, transcripts, or certifications, evaluations or letters certifying involvement, etc.) with the application for points. Candidates will be given at least thirty (30) days notice of the deadline for applying for Ascertained Merit points. Ascertained Merit points shall be computed on the basis of the following (maximum of 10 points):

Associate Degree from an accredited college or university – 1 point,  
or  
Bachelor Degree from an accredited college or university – 3 points,  
or  
Master Degree from an accredited college or university – 5 points  
(i.e., an employee can receive points for only one degree level).

Fire Officer II coursework – ½ point per class  
ICS 300 – ½ point  
ICS 400 – ½ point  
Command and Control of Incident Operations – ½ point  
Incident Safety Officer – ½ point  
HazMat Incident Commander – ½ point  
Public Information Officer – ½ point  
Fire Ground Company Officer – ½ point  
Command and Control of Fire Department Operations/Target Hazards – ½ point  
Command and General Staff – ½ point

OSFM Fire Officer II certification – 2 points (in addition to coursework)

(Points may not be duplicated for repeating same class.)

- C. Chief's Points. The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Captain. The criteria used in assigning Chief's points shall be disclosed to all candidates prior to assigning points, shall be job-related and be applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List. Monitors shall not be required regarding the process of assigning Chief's Points. The Chief's Points shall be sealed prior to the beginning of the Oral Interviews and posted at the same time as the preliminary promotion list.
- D. Battalion Chief Evaluation. Candidates will be rated by consensus of the Battalion Chiefs using a forced matrix system in the dimensions of (1) emergency scene performance, (2) leadership/team building, (3) management and organizational skills, and (4) character and ethics. The group of Battalion Chiefs will create one (1) forced matrix evaluation for each of the four (4) dimensions. Each forced matrix dimension evaluation will be scored by totaling the number of vertical and horizontal arrows pointing toward each candidate and dividing that number by the total number of candidates minus one and rounding to the nearest thousandth (.001) creating a dimension score. The four (4) dimension scores for each candidate will then be averaged [by totaling the sum of the four (4) scores and dividing the sum by four (4)], and then multiplied by 25 and rounding to the nearest thousandth (.001) creating the evaluation score. The Battalion Chief Evaluation shall be sealed prior to the beginning of the Oral Interviews and posted at the same time as the preliminary promotion list. The Union may select up to two (2) impartial persons who are not members of the Department to monitor and review the administration, scoring, sealing, and posting of scores for the Battalion Chief Evaluation.
- E. Peer Evaluation. Candidates will be rated by consensus of a three (3) member panel who are members of the bargaining unit, but not candidates in the process, using a forced matrix system in the dimensions of (1) emergency scene performance, (2) leadership/team building, (3) management and organizational skills, and (4) character and ethics. The Peer Evaluation panel will create one (1) forced matrix evaluation for each of the four (4) dimensions.

The three (3) member Peer Evaluation panel and twelve (12) advisory evaluators will be appointed from a pool of interested bargaining unit members by a five (5) member committee comprised of Union Executive Board members, Stewards, and Trustees who are not candidates in the process and cannot select from amongst the five (5) of themselves. The three (3) member panel and twelve (12) advisory evaluators shall be bargaining unit members who are not candidates in the process and are chosen to fairly represent different shifts, ranks, and lengths of seniority. The three (3) member evaluation panel shall consist of one (1) member representing each shift (e.g., has been a member of the shift he/she represents for at least nine (9) of the previous fifteen (15) months). The twelve (12) advisory evaluators shall consist of a minimum of three (3) members representing each shift (e.g., have been members of the shift they represent for at least nine (9) of

the previous fifteen (15) months). The parties may mutually agree to waive shift time frame requirements. Advisory evaluations shall be submitted to the evaluation panel but shall not include the name of the evaluator.

Each forced matrix dimension evaluation will be scored by totaling the number of vertical and horizontal arrows pointing toward each candidate and dividing that number by the total number of candidates minus one and rounding to the nearest thousandth (.001) creating a dimension score. The four (4) dimension scores for each candidate will then be averaged [by totaling the sum of the four (4) scores and dividing the sum by four (4)], and then multiplied by 25 and rounding to the nearest thousandth (.001) creating the evaluation score. The Peer Evaluation shall be sealed prior to the beginning of the Oral Interviews and posted at the same time as the preliminary promotion list. The Village may select up to two (2) impartial persons who are not members of the Department to monitor and review the administration, scoring, sealing, and posting of scores for the Peer Evaluation.

- F. Oral Interviews. Oral interviews shall be scored by a five (5) member panel. The panel shall be selected from the Department's Deputy Chiefs, Battalion Chiefs, and Division Chiefs, provided that the same panel of five (5) scores all candidates. A sixth member from this group may participate as an alternate panel member whose scores would only count if one of the originally assigned panel members was unable to fulfill his obligation due to an emergency. The panel shall conduct an individual oral interview with each candidate. Questions asked during the oral interview shall be job-related and be applied uniformly to all candidates. The Union may select up to two (2) impartial persons who are not members of the Department to monitor and review the administration, scoring, and posting of scores for the Oral Interviews.

Oral interviews shall be scored by each panel member separately, on a scale of a maximum of 100 points. The scores of each panel member shall then be added together by the panel, and such total shall be divided by five (5) members in order to obtain the candidate's average score. Such average score shall be multiplied by 25% in order to determine its weighted value.

#### Section 21.5. Monitoring.

The Union and the Village may each select up to two (2) impartial persons who are not members of the Department to monitor and review the administration, scoring, unsealing, and posting of scores for all components except Chief's Points and Seniority. Any compensation for monitors will be made by the selecting party. This Section is a modification of Section 25 of the Fire Department Promotion Act. The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored, except Chief's Points, including any discussion during the scoring process which may affect the outcome of scores or placement on the list. Observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Article to the Village and the Union.



#### Section 21.6. Scoring of Components and Posting of Preliminary Promotion List.

The scores for Seniority and Ascertained Merit shall be posted after the application deadline for Ascertained Merit points and at least one (1) week before the beginning of the Oral Interviews. The administration and scoring of the Chief's Points, Battalion Chief Evaluation, and Peer Evaluation may occur simultaneously after the announcement of such application deadline, but, in an effort to eliminate influence on other components of the process, the scores for each of these components shall be sealed after each component is completed and before the results are submitted to the Fire Chief. Administration and scoring of all other components must be completed before the Oral Interview is administered. Once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be unsealed and tallied. A preliminary promotion list shall be prepared by the Fire Chief on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted along with the Chief's Points, Battalion Chief Evaluation, and Peer Evaluation scores on the bulletin board at each fire station.

#### Section 21.7. 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 any applicable law may file a written application within 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 Fire Chief shall make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points awarded. The final promotion list shall then be posted on the bulletin board at each fire station no later than twenty-one (21) days after the expiration of the time period for claiming veteran's preference points listing, in rank order from highest to lowest, the scores of all candidates whose scores for all components of the promotional process and veteran's preference points, if any, are 70 or better.

#### Section 21.8. Review Session.

At the conclusion of the examination process, candidates may request a private review session with the Fire Chief and his designee(s). At such review session, the Fire Chief and his designee(s) will provide the scores of the components of the examination process, provide the reasoning underlying the criteria used in assigning Chief's Points (but not the Chief's rationale for any individual's score on the Chief's Points component), the rationale underlying the questions posed for the oral interviews, as well as gather feedback on the examination process from the candidate. Candidate(s) shall also be provided with access and an opportunity to review the Battalion Chief Evaluation and Peer Evaluation forms.

The parties agree that the substance of such feedback or reasoning is provided solely for the purpose of providing insights to the candidate to foster personal growth and improve performance, and, consistent with Section 20.11(Right of Review), shall not be the subject of a grievance.

#### Section 21.9. Order of Selection.

When there is a vacancy (e.g., a position becomes vacant due to resignation, discharge, promotion, transfer, death or the granting of a disability or retirement pension, or any other cause) or a newly created position in the rank of Captain that the Village Council has funded and authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotion list, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has since the posting of the promotion list demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Captain. If the highest ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to the grievance procedure contained in ARTICLE X of the Agreement.

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

#### Section 21.10. Duration of Final Promotion List.

A final promotion list shall be effective for a period of three (3) years from the date of its posting or until the list is exhausted, whichever occurs first. If a vacated Captain position is not filled due to the lack of funding or authorization by the corporate authorities and is subsequently reinstated during a period of up to five (5) years beginning from the date on which the position(s) was vacated, such position(s) shall be filled from the list in effect when the vacancy originally occurred. All other vacancies shall be filled from the list(s) in effect when the vacancy occurs.

#### Section 21.11. Right of 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 may file a grievance at Step 3 in accordance with the provisions of the grievance and arbitration procedure set forth in ARTICLE X of this Agreement, subject to the following provisions:

- A. Any such grievance must be filed within five (5) calendar days of the date the final promotion list is posted.
- B. The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in ARTICLE X.
- C. The grievance shall not involve any claims relating to disputes over the level of ratings or points awarded by an evaluator, interviewer, the Fire Chief or his designee as to any component of the test, other than the

accuracy of the computations of the points awarded.

If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Captain.

Section 21.12. Battalion Chiefs and Division Chiefs.

Consistent with applicable law, the parties agree that promotions to the rank of Battalion Chief and Division Chief are exempt from the provisions of the Fire Department Promotion Act (50 ILCS 742/1 et seq.), and that the Village has the sole authority to promote employees to the rank of Battalion Chief and Division Chief.

The parties agree that the Village has the right demote employees not covered by this Agreement in the rank of Battalion Chief and Division Chief to the rank of Captain or Lieutenant provided that such demotion shall not adversely affect any collective bargaining unit member including, but not limited to, demotion and/or layoff of collective bargaining members. Further, the parties agree that the demotion of a Battalion Chief or Division Chief to the rank of Lieutenant shall be construed as a demotion to the rank of Captain, and into the bargaining unit, followed by an immediate demotion to the rank of Lieutenant. As such, the parties agree that the Union and any such employee demoted to the rank of Lieutenant shall be entitled to file a grievance at Step 3 in accordance with the provisions of the grievance and arbitration procedure set forth in ARTICLE X of this Agreement, subject to the following provisions:

- A. The grievance shall be limited to the demotion from Captain to Lieutenant and disputes relating to a claim that the Village did not have just cause for such demotion.
- B. The remedy of such grievance shall be limited to reinstatement to the rank of Captain and damages limited to lost wages and benefits relating to the demotion from Captain to Lieutenant only.
- C. These provisions shall not limit the rights of the Union or any applicable employee from filing a grievance claiming that the demotion adversely affected the bargaining unit.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated article, section or portion of this Agreement.

**ARTICLE XXIII**  
**TERMINATION**

Termination in 2011. Unless specifically provided otherwise herein, this Agreement shall be effective as of January 1, 2011 and shall remain in full force and effect until 11:59 p.m. on the 31<sup>st</sup> day of December, 2011 for all hours worked for all employees covered by this Agreement, provided that any provision that modifies a statute that pre-empted Home Rule authority or that covers a permissive subject of bargaining shall lapse at the expiration of the Agreement, unless the parties mutually agree to continue it. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the December 31 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.

EXECUTED this 17th day of January, 2011

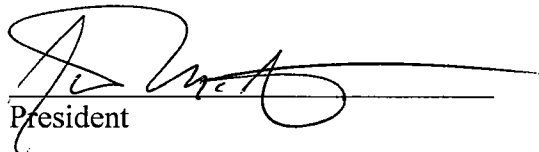
VILLAGE OF PALATINE

PALATINE FIREFIGHTERS,  
LOCAL NO. 4588, INTERNATIONAL  
ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO, CLC

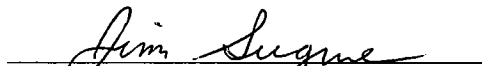
  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary TREASURER

**APPENDIX A**  
**HIRE-BACK BANK/COMP TIME**

When an employee works a hire-back or otherwise earns compensatory time off, he may elect to bank the hours as compensatory time in lieu of receiving monetary compensation in that pay period. In consideration of the Village offering this limited compensatory time, the Village and the Union agree, in furtherance of Section 7 (o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which they agree would constitute an “undue disruption” of the Department’s operations. This banked time may be used to take time off at a future date when the leave calendar might otherwise be full and prevent normal scheduling of time off, or in the case of a personal emergency where time off is needed.

Effective January 1, 2011, any time previously accrued and categorized as Compensatory Time will be transferred at one and one-half (1.5) hours per hour and re-categorized as Hire-Back Bank Time. Hire-Back Bank accrual limits, as outlined below, will be waived for such transferred balances.

The following procedure shall be followed for utilizing the Hire-Back Bank/Comp Time option:

1. Accrual Limits: Banked time may be accumulated in increments of no less than 2 hours at a time. Time shall be banked at a rate of 1.5 times the number of hours worked (e.g., 24 hours worked equals 36 hours banked). A maximum of 72 hours may be held in the bank at any one time.

If time worked is to be banked, all of it must be banked (i.e., if 7 hours worked, all 7 must be banked if electing to do so). However, if the full amount would cause the balance accrued to exceed the maximum 72 hours, only that which will bring the balance to 72 hours will be banked and the remainder will be paid as overtime.

2. Notice of Banking a Hire-Back: When an employee elects to bank a hire-back or pay for holiday work, the employee shall notify the Shift Commander within four (4) hours of reporting for duty on the hire-back or holiday date. An Earned Hire-Back Bank Request Form shall be completed by the employee and submitted to the Shift Commander.

When electing to bank time from training, public education, or other reasons, the employee shall notify the officer in charge of the assignment upon completion of the assignment. An Earned Hire-Back Bank Request form shall be completed by the employee and submitted to the officer in charge of the assignment. Hours worked shall be verified by the officer in charge of the assignment, who shall then sign the form and forward the form to the Shift Commander.

3. Requesting to Use Hire-Back Bank Time (Non-Holiday): In order to request Hire-Back Bank time, the employee must have the time in the bank. The time must be requested in increments of four (4) hours. A Request to Use Hire-Back Bank Time form shall be completed by the employee and submitted to the Shift Commander. All requests will be recorded with the date and time they are received.

In general, the employee should provide as much advanced notice of the request as possible. The employee should notify his/her Shift Commander by 5:00 p.m. on

his/her duty day in advance of the requested Hire-Back Bank usage. No more than a total of three (3) additional requests received after 5:00 p.m. on the duty day in advance of the requested Hire-Back Bank usage will be honored except in cases of emergency, as determined by the Shift Commander.

4. Requesting to Use Hire-Back Bank Time (Holiday): No more than three (3) requests (24-hour or shorter) will be honored for any of the following holidays. In order to provide fair distribution of requests for premium holidays, initial requests for any of the following holidays may be prioritized by a lottery system: New Years Day, Easter, Labor Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve. If two (2) or more requests for such holidays are received sixty (60) days prior to the holiday, requests shall be processed by a Union representative at least thirty (30) days before the holiday according to procedures which shall be uniformly applied. The requests will be selected at random by a bargaining unit representative on each shift to fill the slots and labeled by priority. All additional requests for any such holidays will be handled on a first come first served basis.
5. Unduly Disruptive Days: If a hire-back is necessary to cover the employee's requested time off (i.e., the employee's leave will cause the shift to fall below the established minimum shift staffing) the Shift Commander shall so advise the employee. All Hire-Back and Force Back rules shall apply in order to fill vacancies caused by a Hire-Back Bank Request except as expressly modified by this Article. It is agreed by the parties that the implementation of such Hire-Back and Force Back rules will necessitate additional administrative and operational efforts in order to fill such hire-back slot(s), thus causing undue disruption to the Department's operation. If a hire-back is necessary to cover the employee's requested time off, the parties hereto agree that such request cannot be filled within a reasonable period of time without unduly disrupting the operations of the Fire Department. In such case, the employee shall have the following options:
  1. to direct the Battalion Chief to forgo the request for time off and requisition payment for 36 hours of banked time (e.g., 24 hours requested at time and a half equals 36 hour reduction in Hire-Back Bank) on the next regular payroll check;
  2. to withdraw the request and to resubmit a request for leave at another time that does not cause a hire-back; or,
  3. take the leave requested.

If the leave requested causes a hire-back, the scheduled employee taking the leave shall be designated as having taken an "unduly disruptive day" and the scheduled employee's hire-back bank shall be reduced by time and one half for each hour granted off (e.g., 24 hour hire-back at time and a half equals 36 hour reduction in Hire Back Bank). If no hire-back is required, the request shall be deemed to be not unduly disruptive, and the employee taking the leave shall have his Hire-Back Bank reduced hour for hour (e.g., 24 hours off equals 24 hours reduction in Hire Back Bank).

6. Filling Hire-Back Bank Requests: Requests for Hire-Back Bank use will be prioritized in the order in which they are received. If the requirements of a specific assignment cannot be met (e.g., officer, tower driver, etc.), or if more than three (3) requests are received for any holiday (as defined in this Article), or if sufficient hire-backs cannot be filled to meet the number of requests, the requests will be denied in reverse order of priority. When attempting to fill a request, no more than three (3) attempts will be made. Force back rules will apply only for use in increments of twenty-four (24) hours and will not apply for uses on holidays. After three (3) unsuccessful attempts to fill a request of less than twenty four (24) hours or a holiday request, the request will be denied.

In order to minimize personnel changing stations during a shift to accommodate four (4) hour Hire-Back Bank usage, the Shift Commander may, in his reasonable discretion, direct that preference be given to a specific assignment (e.g., officer, engineer, blue shirt, etc.).

7. Overage Costs: The Village should incur no additional ~~overtime~~ costs due to Hire-Back Bank usage. As such, when an over run/holdover occurs in Hire-Back Bank usages in increments of less than twenty-four (24) hours, the employee using the Hire-Back Bank time shall have the following options:

1. The overage time will be charged to the employee using the Hire-Back Bank and his/her balance will be reduced accordingly to credit the employee providing coverage for the Hire-Back Bank usage (e.g., 1.5 hour reduction for each hour of overage). In such cases, the employee's Hire-Back Bank will be allowed to accrue a negative balance. The Request to Use Hire-Back Bank Time form shall include an agreement which shall authorize the Village to withhold from the employee's compensation any amount needed to reimburse the Village for any Hire-Back Bank time that he/she uses prior to being entitled to the time if the employee separates from service with the Village.
2. In the case of overage costs, the requesting and covering employees may mutually agree that the overage time be considered an emergency duty trade subject to approval of the Shift Commander and there will be no additional balance reduction.
3. In the case of overage costs, the employee using the Hire-Back may submit a written request to the Fire Chief or his designee for both employees to be paid due to extenuating circumstances.

8. Cash Out: If an employee elects to cash in banked time for time-and-one-half pay (e.g., 24 hours pay at time and a half results in 36 banked hours being deducted), a Request to Use Hire-Back Bank Time Form indicating such shall be completed by the employee and submitted to the Shift Commander.

9. Indemnification: In consideration of the Employer's agreement to allow employees to establish time due compensatory time banks and to schedule time due in accordance with the terms and conditions of this section, the Union agrees to the following:



- (a) Subject to the parties' agreements and adoption of the alternative procedure described in paragraph (b), The Union and its bargaining unit members agree to defend, indemnify, save and hold harmless the Village, its officers, agents and employees, from any and all damages, costs, expenses and penalties arising from any complaint or allegation that these restrictions on the use of Hire-Back Bank/Compensatory Time do not comply with Section 7(o)(5) of the Fair Labor Standards Act regarding the use of compensatory time.
- (b) Any and all disputes that may arise between the parties as to the administration of this section shall be resolved through the grievance arbitration procedure, ARTICLE X of this agreement, except that such grievance shall be filed at Step 3. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this section is based upon the authority vested in them under §§8 and 15(b) of the Act, 5 ILCS §§315/8, 315/15(b). Such agreement is also made in reliance upon the Supreme court's decision in 14 Penn Plaza LLC v. Pyett, 129 S.Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of time due available to employees from their compensatory time banks as established under this section do not comply with §7(o) (5) of the FLSA, 29 USCA §207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable § 7 (o) standards of the FLSA, the cash value of any time due in dispute based on the then applicable overtime rate or awarding additional compensatory time off and shall have no authority to award any attorneys fees or any penalties against the parties.

**APPENDIX B**  
**WORK REDUCTION AND VACATION TIME COMPUTATION**

The parties agree to institute the following method of computing Work Reduction and Vacation Time balances in cases where the yearly rate would not apply. In such cases, the monthly rate will apply for full months credited/deducted and the daily rate will apply for partial months credited/deducted.

**Work Reduction Time Computation**

For new employees or employees changing to a 24/48 shift:

The work reduction balance will be credited starting on the first day the employee reports to 24/48 hour shift work.

For employees terminating or employees changing to a different work schedule:

The work reduction credits will end and any excess balance will be reduced at the end of the last calendar day worked, provided that credits will continue while employees are on approved paid leave.

When on light duty, monthly/daily deductions will include all calendar days including weekends. Deductions of time will start when reporting to light duty and will end when cleared to return to full duty (e.g., the calendar day after the last light duty shift)

**26 hours per month**

28 Day month - .93 hours for each day not to exceed 26 hours

29 Day month - .90 hours for each day not to exceed 26 hours

30 Day month - .87 hours for each day not to exceed 26 hours

31 Day month - .84 hours for each day not to exceed 26 hours

***\*\*All hours will be rounded up to the whole hour after calculation***

**Vacation Time Computation**

Accrual of time will start on the hire date and will end at the end of the employee's last calendar day employed.

**0 through 6 years – 5 days per year or 10 hours per month**

28 Day month - .36 hours for each day not to exceed 10 hours

29 Day month - .35 hours for each day not to exceed 10 hours

30 Day month - .34 hours for each day not to exceed 10 hours

31 Day month - .33 hours for each day not to exceed 10 hours

***\*\*All hours will be rounded up to the whole hour after calculation***

**7 through 14 years – 7 days per year or 14 hours per month**

28 Day month - .5 hours per day not to exceed 14 hours

29 Day month - .49 hours per day not to exceed 14 hours

30 Day month - .47 hours per day not to exceed 14 hours

31 Day month - .46 hours per day not to exceed 14 hours

***\*\*All hours will be rounded up to the whole hour after calculation***

**15 through 20 years – 10 days per year or 20 hours per month**

28 Day month - .72 hours per day not to exceed 20 hours

29 Day month - .69 hours per day not to exceed 20 hours

30 Day month - .67 hours per day not to exceed 20 hours

31 Day month - .65 hours per day not to exceed 20 hours

***\*\*All hours will be rounded up to the whole hour after calculation***

**21 through 25 years – 11 days per year or 22 hours per month**

28 Day month - .79 hours per day not to exceed 22 hours

29 Day month - .76 hours per day not to exceed 22 hours

30 Day month - .74 hours per day not to exceed 22 hours

31 Day month - .71 hours per day not to exceed 22 hours

***\*\*All hours will be rounded up to the whole hour after calculation***

**26 years and above – 12 days per year or 24 hours per month**

28 Day month - .86 hours per day not to exceed 24 hours

29 Day month - .83 hours per day not to exceed 24 hours

30 Day month - .80 hours per day not to exceed 24 hours

31 Day month - .78 hours per day not to exceed 24 hours

***\*\*All hours will be rounded up to the whole hour after calculation***

**APPENDIX C**  
**WAGE SCHEDULE**

Effective January 1, 2011								
	Firefighter/EMT		Firefighter/Paramedic		Lieutenant		Captain	
	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual
1	1,981.20	51,511.20	2,343.89	60,941.14	2,663.17	69,242.42	2,852.02	74,152.52
2	2,076.30	53,983.80	2,456.40	63,866.40	2,791.00	72,566.00	2,988.92	77,711.92
3	2,241.16	58,270.16	2,651.44	68,937.44	3,012.61	78,327.86	3,226.24	83,882.24
4	2,348.74	61,067.24	2,778.71	72,246.46	3,157.22	82,087.72	3,381.10	87,908.60
5	2,461.48	63,998.48	2,912.09	75,714.34	3,308.77	86,028.02	3,543.39	92,128.14
6	2,579.63	67,070.38	3,051.87	79,348.62	3,467.59	90,157.34	3,713.47	96,550.22
7	2,669.92	69,417.92	3,158.69	82,125.94	3,588.96	93,312.96	3,778.46	98,239.96
8	2,763.37	71,847.62	3,269.24	85,000.24	3,714.57	96,578.82	3,844.58	99,959.08

**APPENDIX D**  
**GRIEVANCE FORM**

**PALATINE FIRE DEPARTMENT AND PALATINE LOCAL 4588 GRIEVANCE FORM**

Grievant: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

I. DATE OF INCIDENT OR DATE KNEW OF FACTS GIVING RISE TO GRIEVANCE: \_\_\_\_\_

II. SECTIONS OF THIS CONTRACT THAT WERE VIOLATED:

\_\_\_\_\_  
\_\_\_\_\_

III. SUBJECT OF GRIEVANCE: (Please be specific as to the Who, What, Where, Why, and When as they relate to the facts of the Grievance.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. SUGGESTED CORRECTIONS (Including Make Whole)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Union President

\_\_\_\_\_  
Signature of Grievant

**Step 1 – Battalion Chief**

Date Submitted: \_\_\_\_\_ Accepted By: \_\_\_\_\_  
Answer: \_\_\_\_\_ If Resolved, BC / Union initials: \_\_\_\_\_

**Step 2 – Fire Chief**

Date Submitted: \_\_\_\_\_ Accepted By: \_\_\_\_\_  
Answer: \_\_\_\_\_ If Resolved, Chief / Union initials: \_\_\_\_\_

**Step 3 – Village Manager**

Date Submitted: \_\_\_\_\_ Accepted By: \_\_\_\_\_  
Answer: \_\_\_\_\_ If Resolved, VM / Union initials: \_\_\_\_\_

**APPENDIX E**  
**PALATINE FIREFIGHTERS, LOCAL NO. 4588,**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,**  
**AFL-CIO, CLC**

**CHECK-OFF AUTHORIZATION**

Although I am aware that I am not required to sign any dues or other fee check-off assignments, or any other Union form, nevertheless, I desire voluntarily to sign and be bound by the provision of this Check-Off Authorization.

I hereby voluntarily authorize and direct the Village of Palatine to deduct from my salary and to pay and forward to said Union such dues and fees uniformly required to acquire and retain membership in the Union, in accordance with the written notice filed by the Union with the Village.

The sums which I have authorized to be checked off should be deducted from my salary each pay period. I am aware that this Check-Off Authorization can be revoked by written notice to the Village and the Union at any time. I am also aware that the Union may change the fixed uniform dollar amount in accordance with the Agreement.

Employee Signature: \_\_\_\_\_

NAME (Printed)	
HOME ADDRESS	
CITY, STATE AND ZIP	
HOME PHONE	
SOCIAL SECURITY NUMBER	
DATE	

**CHECK-OFF REVOCATION**

I hereby revoke authorization and direct the Village of Palatine to halt deductions from my salary for such Union dues and fees uniformly required to acquire and retain membership in the Union, in accordance with the written notice filed by the Union with the Village.

Employee Signature: \_\_\_\_\_

Union Signature: \_\_\_\_\_

TYPE: RESOLUTION SUBMITTED BY: ADMINISTRATION DATE: JANUARY 17, 2011

**DESCRIPTION:** CONSIDER A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND PALATINE FIREFIGHTERS, LOCAL NO. 4588, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC, AND TO AUTHORIZE THE MAYOR AND CLERK TO SIGN.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Stable Government</i>	<input type="checkbox"/>	<i>Safe Place to Live</i>
<input checked="" type="checkbox"/>	<i>Cost Effective Services Responsive to Citizens</i>	<input type="checkbox"/>	<i>Downtown as a Community Focal Point</i>
<input type="checkbox"/>	<i>Open Government w/ Involved Citizens</i>	<input type="checkbox"/>	<i>Regional Partnerships</i>

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**COMMITTEE ACTION:**

**DATE:**

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**BACKGROUND:** Palatine Firefighters Local No. 4588 provides union representation for Palatine's Fire Department represented employees. The previous contract expired on December 31, 2010.

**DISCUSSION:**

After several bargaining sessions the negotiating team for Palatine Firefighters, Local No. 4588, International Association of Firefighters, AFL-CIO, CLC tentatively agreed to settle issues as follows:

- Agreement on a one-year contract, expiring December 31, 2011.
- No increase to base wages. Instead, the equivalent of 1% of base wages as well as labor attorney savings will be deferred to the overtime budget to provide for additional hirebacks in an effort to maintain service levels.
- Clarifying language changes were made to Hire Back Bank Article.

Members of Palatine Firefighters Local No. 4588 were scheduled to vote on ratification of the contract on January 13, 2011. If the Union ratifies, then the next step is formal contract approval by the Village Council.

**RECOMMENDATION:** Staff recommends approval of a Resolution authorizing a collective bargaining agreement with Palatine Firefighters, Local No. 4588, International Association of Firefighters, AFL-CIO, CLC.

**ACTION REQUIRED:** Motion to adopt a Resolution approving the collective bargaining agreement between the Village of Palatine and Palatine Firefighters, Local No. 4588, International Association of Firefighters, AFL-CIO, CLC, and to authorize the Mayor and Village Clerk to sign the agreement.