

MEMORANDUM

To: Sol Cabachuela, Village Clerk

From: John A. Lobaito, Village Administrator

Date: May 12, 2020

Re: Mundelein Firefighters IAFF 4786 Agreement

Attached is one signed original of the Agreement between the Village of Mundelein and Mundelein Firefighters IAFF 4786 for the period May 12, 2020, through April 30, 2023, for your files.

AGREEMENT

Between

VILLAGE OF MUNDELEIN

And

MUNDELEIN FIREFIGHTERS IAFF 4786

Upon Execution - April 30, 2023



TABLE OF CONTENTS

| | |
|--|----|
| PREAMBLE | 1 |
| ARTICLE I RECOGNITION AND REPRESENTATION | 1 |
| Section 1.01 Recognition | 1 |
| Section 1.02 Gender | 1 |
| Section 1.03 Rank | 2 |
| ARTICLE II UNION RIGHTS..... | 2 |
| Section 2.01 Use of Union Bulletin Board..... | 2 |
| Section 2.02 Union Representatives..... | 2 |
| Section 2.03 Union Stewards..... | 3 |
| Section 2.04 Dues Deduction..... | 3 |
| Section 2.05 Union Indemnification | 4 |
| ARTICLE III MANAGEMENT RIGHTS | 4 |
| ARTICLE IV LABOR-MANAGEMENT COMMITTEE..... | 5 |
| ARTICLE V HOURS OF WORK AND OVERTIME..... | 6 |
| Section 5.01 Application of Article..... | 6 |
| Section 5.02 Work Schedule | 6 |
| Section 5.03 Overtime..... | 7 |
| Section 5.04 Callback..... | 8 |
| Section 5.05 Notice of Changes in Regular Work Shift | 8 |
| Section 5.06 Holdover, Hireback and Forcebacks | 8 |
| Section 5.07 No Pyramiding | 8 |
| ARTICLE VI NO STRIKE-NO LOCKOUT | 8 |
| Section 6.01 No Strike | 8 |
| Section 6.02 No Lockout..... | 9 |
| Section 6.03 Judicial Restraint..... | 9 |
| Section 6.04 Responsibility of Union | 9 |
| Section 6.05 Responsibility of Union Stewards..... | 9 |
| ARTICLE VII GRIEVANCE PROCEDURE | 10 |
| Section 7.01 Definition | 10 |
| Section 7.02 Procedure..... | 10 |
| Section 7.03 Arbitration | 11 |
| Section 7.04 Limitations on Authority of Arbitrator..... | 13 |
| Section 7.05 Time Limit for Filing | 13 |
| Section 7.06 Time Off..... | 14 |
| Section 7.07 Bypassing Steps | 14 |
| Section 7.08 Discipline and Discharge | 14 |

| | |
|--|----|
| ARTICLE VIII SENIORITY | 14 |
| Section 8.01 Definition of Seniority | 14 |
| Section 8.02 Termination of Seniority | 15 |
| Section 8.03 Seniority List | 15 |
| ARTICLE IX PROBATIONARY PERIOD | 16 |
| Section 9.01 Firefighter/Paramedic Probationary Period | 16 |
| Section 9.02 Lieutenant/Paramedic Probationary Period | 16 |
| ARTICLE X LAYOFF AND RECALL | 17 |
| Section 10.01 Layoff | 17 |
| Section 10.02 Recall | 18 |
| Section 10.03 Effects of Layoff | 18 |
| ARTICLE XI LEAVES OF ABSENCE | 19 |
| Section 11.01 Family and Medical Leave | 19 |
| Section 11.02 Unauthorized Absence | 19 |
| Section 11.03 Non-Employment Elsewhere | 19 |
| Section 11.04 Military Leave | 19 |
| Section 11.05 Jury Duty Leave | 19 |
| Section 11.06 Bereavement Leave | 20 |
| Section 11.07 Maternity Leave | 20 |
| ARTICLE XII VACATIONS | 21 |
| Section 12.01 Allowance | 21 |
| Section 12.02 Vacation Pay | 21 |
| Section 12.03 Vacation And Other Time Off Scheduling | 21 |
| Section 12.04 Limitation on Accumulation of Vacation | 22 |
| Section 12.05 Pay Upon Termination | 23 |
| Section 12.06 Vacation Cancellation | 23 |
| ARTICLE XIII HOLIDAYS | 23 |
| Section 13.01 Holidays Defined | 23 |
| Section 13.02 Holiday Rate of Pay | 23 |
| Section 13.03 Floating Holidays | 23 |
| ARTICLE XIV WAGES | 24 |
| Section 14.01 Wage Schedule | 24 |
| Section 14.02 Wage Increases | 24 |
| Section 14.03 Market/Equity Adjustment | 25 |
| ARTICLE XV INSURANCE | 25 |
| Section 15.01 Medical Insurance Coverage, Benefits and Costs | 25 |
| Section 15.02 Cost Containment | 26 |

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| | | |
|---------------------------------|--|----|
| Section 15.03 | Terms of Policies to Govern..... | 26 |
| Section 15.04 | Term Life Insurance | 26 |
| Section 15.05 | Dental Insurance..... | 26 |
| Section 15.06 | IRC 125 Flexible Benefit Plan | 27 |
| ARTICLE XVI MISCELLANEOUS | | |
| Section 16.01 | Fitness Examination | 27 |
| Section 16.02 | Light Duty | 27 |
| Section 16.03 | Required Continuing Education Classes | 29 |
| Section 16.04 | Drug and Alcohol Testing..... | 29 |
| Section 16.05 | Board of Fire and Police Commissioners..... | 29 |
| Section 16.06 | Americans With Disabilities Act..... | 30 |
| Section 16.07 | Tuition Reimbursement..... | 30 |
| Section 16.08 | Fitness Benefits | 31 |
| Section 16.09 | Use of POCs/Part-time Employees/Contract Service | 31 |
| Section 16.10 | Training and Travel Expenses..... | 32 |
| Section 16.11 | Deferred Compensation..... | 33 |
| Section 16.12 | Safety Day..... | 33 |
| Section 16.13 | Shift Trades | 34 |
| Section 16.14 | Residency | 34 |
| Section 16.15 | Outside Employment..... | 34 |
| Section 16.16 | Working Out of Classification | 35 |
| Section 16.17 | Joint Wellness Initiative..... | 35 |
| Section 16.18 | 7 (G) Agreements..... | 35 |
| ARTICLE XVII SICK LEAVE | | |
| Section 17.01 | Allowance..... | 36 |
| Section 17.02 | Sick Leave Utilization..... | 36 |
| Section 17.03 | Sick Leave Eligibility..... | 36 |
| Section 17.04 | Sick Leave Notification..... | 36 |
| Section 17.05 | Medical Examination | 37 |
| Section 17.06 | Abuse of Sick Leave | 37 |
| Section 17.07 | Payment for Medical Examinations | 37 |
| Section 17.08 | Sick Leave Payment at Retirement | 37 |
| Section 17.09 | Emergency/Family Leave | 38 |
| ARTICLE XVIII PROMOTIONS..... | | |
| Section 18.01 | General | 38 |
| Section 18.02 | Applicability..... | 38 |
| Section 18.03 | Vacancies | 38 |
| Section 18.04 | Eligibility..... | 39 |
| Section 18.05 | Weight of Factors | 39 |
| Section 18.06 | Order of Components | 40 |
| Section 18.07 | Seniority | 41 |
| Section 18.08 | Ascertained Merit..... | 41 |
| Section 18.09 | Preliminary Promotion List..... | 41 |

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Jan

| | |
|--|----|
| Section 18.10 Veteran’s Points | 41 |
| Section 18.11 Final Promotion List | 42 |
| Section 18.12 Order of Selection..... | 42 |
| Section 18.13 Duration..... | 43 |
| Section 18.14 Right to Review..... | 43 |
| ARTICLE XIX SAVINGS CLAUSE..... | 44 |
| ARTICLE XX ENTIRE AGREEMENT | 44 |
| ARTICLE XXI DURATION..... | 45 |
| APPENDIX A DUES DEDUCTION AUTHORIZATION FORM | 46 |
| APPENDIX B GRIEVANCE FORM..... | 47 |
| APPENDIX C WAGE SCALE | 48 |
| APPENDIX D MEDICAL AND DENTAL INSURANCE | 49 |
| APPENDIX E DRUG AND ALCOHOL TESTING..... | 55 |
| APPENDIX F 2020 SETTLEMENT AGREEMENT | 67 |
| APPENDIX G 7(G) WORK ASSIGNMENTS AND PAY RATES | 70 |
| EXHIBIT A FLSA 7(G)(2) AGREEMENT – FIRE INSPECTOR WORK | 72 |

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PREAMBLE

THIS AGREEMENT entered into by the Village of Mundelein (hereinafter referred to as the “Village” or the “Employer”) and the Mundelein Firefighters IAFF 4786 (hereinafter referred to as the “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and the establishment of an agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

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

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.01 Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the Village of Mundelein in its fire department in the following rank or title: Firefighter/Paramedic, Lieutenant/Paramedic but excluding all firefighters with the ranks of Battalion Chief, Deputy Chief and Fire Chief, as supervisory employees; all part-time employees; all other employees of the Employer; supervisors, managerial and confidential employees, as defined by the Illinois Public Labor Relations Act (“Act”); and all other persons excluded from coverage under the Act.

Section 1.02 Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.



Section 1.03 Rank. Whenever the term “Firefighter” or “Firefighter/Paramedic” is used in this Agreement, it shall be construed to include employees in the ranks of Firefighter/Paramedic and Lieutenant/Paramedic, unless the provision is rank-specific. In the event a provision includes the term “Firefighter” or “Firefighter/Paramedic” and is rank-specific, that provision is intended to apply to employees in the rank of Firefighter/Paramedic.

ARTICLE II UNION RIGHTS

Section 2.01 Union Use of Bulletin Board. The Village shall make available space for a bulletin board for the posting of official Union notices, minutes or other correspondence, in a non-public area of the fire stations designated by the Fire Chief or his designee. Such material shall be non-political, non-controversial and non-inflammatory in nature. The Union will limit the posting of such Union materials to the bulletin board. Such bulletin board shall be kept neat and outdated material and any material that is inconsistent with the above requirements as determined by the Fire Chief or his designee shall be removed in a timely manner.

Section 2.02 Union Representatives. A duly authorized Union business representative will be permitted access at reasonable times to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. The business representative will be identified to the Fire Chief or his designee in a manner suitable to the Village and on each occasion will first secure the prior approval of the Fire Chief or his designee to enter and conduct his business so as not to interfere with Village operations. If such approval is granted, the Fire Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided. Meetings between Union representatives and employees shall not occur during the employees’ hours of work. The Union will not abuse this



privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.03 Union Stewards. The Village recognizes the right of bargaining unit employees to select Union Stewards. The Union shall provide the Fire Chief with the name of any Union Stewards selected by the Union and the names of the Executive Board members. The Union Stewards and Executive Board members shall not be permitted to conduct Union business during working hours, except for grievance meetings and investigatory meetings/interviews scheduled by the Village. For grievance and investigatory interviews/meetings scheduled by the Village, the Village will release one (1) union representative from duty without loss of regular pay for the duration of the meeting. Provided, if there is an emergency call, the meeting/interview may be discontinued.

Section 2.04 Dues Deduction. While this Agreement is in effect, the Village will deduct from the first two (2) paychecks of the month, and forward to the Union, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective dues deduction authorization (as set forth in Appendix A of this Agreement). If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A member desiring to revoke the dues deduction authorization may do so by written notice to the Village at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union, shall be a uniform sum of money for each employee in order to ease the Village's burden of administering this provision. Such dues shall be forwarded to the Union within fourteen (14) calendar days of the deduction.

If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any

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amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the Village thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.05 Union Indemnification. The Union shall indemnify and hold the Village harmless 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.

ARTICLE III MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate the Village 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 prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to determine whether goods or services are made or purchased; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work and overtime; to evaluate performance; to make, alter and enforce reasonable rules, regulations, orders, procedures, programs and policies; to hire, promote, transfer and train employees; to discipline and discharge non-probationary employees for just cause (probationary with or

without cause); to change or eliminate existing methods, equipment or facilities and to introduce new equipment or facilities; to layoff and/or relieve employees from work; and to take any and all actions as may be necessary to carry out the mission of the Village and Fire Department in situations of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may be declared by the Mayor, the Village Administrator, Fire Chief or their authorized designees, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing rights shall be expressly limited by the terms of this Agreement as well as applicable statutes and constitutions.

ARTICLE IV LABOR-MANAGEMENT COMMITTEE

The Union and the Village agree that in the interest of efficient management and harmonious employee relations, a labor-management meeting may be held, if mutually agreed upon by the Fire Chief and the Union representative, to discuss matters of mutual concern that do not involve negotiations. The Union may designate up to three (3) bargaining unit employees to attend such meetings, and the Fire Chief may designate up to three (3) Village non-bargaining unit employees to attend such meetings. If either party desires to bring a resource person for a particular agenda item, that party shall notify the other in the agenda exchange. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) business days prior to the date of the meeting. The discussion items shall be limited to:

- 1) a discussion of the implementation and general administration of the Agreement;
- 2) a sharing

of general information of interest to the parties; or 3) issues and concerns involving safety. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement. The date, time and place for labor-management committee meetings shall be mutually agreed upon by the Union and the Village. Such meetings shall be held during non-working hours of any Union employee on the committee, unless approved by the Chief or his designee. The labor-management committee is intended to improve communications and shall be advisory only.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 5.01 Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 5.02 Work Schedule. The work schedule shall be 24 consecutive hours of work (1 shift) followed by 48 consecutive hours off (2 shifts). Effective January 1, 2016, a work reduction day (i.e. what would be a 24-hour duty day) for bargaining unit employees shall be scheduled off every eighteen (18) duty days thereby reducing the work week to an average of 52.8 hours. Effective January 1, 2020 (with the beginning of the new FLSA work cycles), a work reduction day for Lieutenant/Paramedic shall be scheduled off every eighteen (18) duty days thereby reducing the work week to an average of 52.8 hours. The work week cycle for all bargaining unit employees assigned to 24 hour shifts shall be 27 days. For FLSA purposes, each bargaining unit employee's work cycle shall be established so that the employee's work reduction day (i.e. every 18th shift) starts at 8:00 p.m. on the shift of the 27th day of his work

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cycle and ends at 8:00 p.m. on the first day of the succeeding work cycle, with the understanding that the intent of this provision is to eliminate the Village's FLSA overtime liability for regularly scheduled 24-hour duty shifts. The workday for 24-hour employees shall begin and end at 8:00 a.m. Initially, employees shall be assigned Kelly days within the work cycle.

Once Kelly Days are selected, employees may trade Kelly days (24 hours) by submitting a request in writing to the applicable Battalion Chief. Trades of Kelly Days must be within the same FLSA work period and between the same bargaining unit rank or one bargaining unit rank higher (so long as the Firefighter requesting the trade is qualified to work as an Acting Lieutenant, and there is a Lieutenant vacancy the day the Firefighter is to work the trade). The dates of both Kelly days to be traded and the signature of both employees shall be included on the request. Kelly day trades are subject to the advance written approval of the Battalion Chief and may not create overtime. In addition, an employee may request to move a Kelly Day to another day, under the same circumstances as above and provided no employee is scheduled off on the day, by following the same request process and obtaining the prior written approval of the Battalion Chief. Under no circumstances shall an employee have two Kelly days off in the same FLSA cycle.

If roll call begins before 8:00 a.m., it shall be paid at overtime in a minimum of fifteen (15)-minute increments.

Employees shall receive one hour for lunch. Should that one hour be interrupted by emergency calls, the employee shall receive the remainder of the lunch hour.

Section 5.03 Overtime. An employee shall be paid one and one-half (1-1/2) times his regular straight time hourly rate of pay for all approved hours worked in excess of the regular work shift. Hours worked shall include all shifts for which the employee is compensated.

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Overtime rates are calculated by dividing the annual salary (see Appendix C attached hereto) by 2756 hours to achieve the hourly rate and multiplying the resulting hourly rate by one point five (1.5). Overtime shall be paid in a minimum of fifteen (15)-minute increments.

Section 5.04 Callback. An employee who is called back to work or held over, outside his regular hours of work, shall be paid for a minimum of two hours of work or for all hours worked, whichever is greater at the applicable hourly rate of pay. Callback shall not apply to hours contiguous to the employee's regular shift or scheduled in advance.

Section 5.05 Notice of Changes in Regular Work Shift. By October 15 of each calendar year, the Chief will, absent an emergency, give notice to all employees of the annual shift assignments.

Section 5.06 Holdover, Hireback and Forcebacks. Holdovers, hirebacks and forcebacks shall be in accordance with departmental procedures dated December 26, 2017 (10:1.55). The remedy for any violation of the distribution of holdover, hireback or forceback shall be to give the appropriate person the next available holdover, hireback or forceback.

An employee shall be paid to the end of the shift which shall include time spent on decontamination of the ambulance, placing the apparatus back in service and report writing.

Section 5.07 No Pyramiding. Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

ARTICLE VI NO STRIKE-NO LOCKOUT

Section 6.01 No Strike. Neither the Union nor any officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform

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overtime, concerted mass resignations, concerted mass absenteeism, picketing, refusal to cross a picket line, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this section may be disciplined up to and including discharge by the Village. If it is determined that an employee violated this Article, the disciplinary action taken by the Village may not be disturbed.

Section 6.02 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 6.03 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. There shall be no obligation to exhaust the contractual grievance procedure before instituting court action seeking such judicial restraint and/or damages.

Section 6.04 Responsibility of Union. Should any activity prescribed in Section 6.01 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- a) Publicly disavow such action by the employees or other persons involved;
- b) Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- c) Notify the employees verbally and in writing that it disapproves of such action, instructing all employees to cease such action and return to work immediately;
- d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article.

Section 6.05 Responsibility of Union Stewards. All employees covered by this Agreement who hold a position of steward, or other position of trust and authority in the Union,

occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any action prescribed in Section 6.01 of this Article and to encourage any such employees to return to work.

ARTICLE VII GRIEVANCE PROCEDURE

Section 7.01 Definition. A “grievance” is defined as a dispute or difference of opinion raised by an affected employee or the Union (if the grievance is on behalf of two or more affected employees) against the Village involving an alleged interpretation, application or violation of an express provision of this Agreement.

Section 7.02 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, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance or the Union (if the grievance is on behalf of two or more affected employees) shall submit the grievance in writing (on the form attached hereto as Appendix B) to the employee’s Shift Commander specifically indicating that the matter is a grievance under this Agreement. In no event shall a Lieutenant acting as a Shift Commander respond to the grievance. If the Shift Commander is a Lieutenant, the Lieutenant must give the grievance to the Battalion Chief/Shift Commander (if he is scheduled to return the next shift day) or to the Deputy Chief for a response. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and the signature of the affected employee(s). All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the event giving rise to the grievance. The Shift Commander shall render a written response to the affected employee or Union (if the grievance is on behalf of two or more affected employees (hereinafter “grievant”) within ten (10) calendar days after the grievance is presented. In the event the Deputy

Chief responds at Step 1, the Step 1 response shall also be considered the Step 2 response and any appeal shall be submitted at Step 3.

STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the appropriate Deputy Chief or his designee within seven (7) calendar days after receipt of the Village's answer at Step 1 or within seven (7) calendar days of the date the Step 1 answer was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Chief or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union, if requested. If no settlement of the grievance is reached, the Deputy Chief, or his designee, shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be submitted in writing to the Fire Chief within five (5) business days after receipt of the Village's answer at Step 2 or within five (5) business days of the date the Step 2 answer was due. Thereafter, the Fire Chief or his designee and other appropriate individual(s) as desired by the Fire Chief, shall meet with the grievant and a Union representative, if requested, within seven (7) business days of receipt of the grievant's appeal. If no agreement is reached, the Fire Chief or designee shall submit a written answer to the grievant and Union within ten (10) business days following the meeting. The Fire Chief shall provide a copy of the grievance and grievance responses to the Village Administrator.

Section 7.03 Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, by notifying the Village Human Resources Manager, as described below, within ten (10) calendar days of receipt of the Village's written answer to the Union at Step 3 or within ten (10) calendar days of the date the Step 3 answer was due:

- a) The Union and Village shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) calendar day period, the

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parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators with principle residences in Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel for grievance arbitration. A coin flip shall determine the order of striking. The parties shall alternatively strike one name. The person remaining shall be the arbitrator.

- b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- c) 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.
- d) The arbitrator shall submit his 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.
- e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if requested by the arbitrator or agreed to by the parties, shall be split equally by the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, including employee witnesses.

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Section 7.04 Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provision(s) of this Agreement cited in the grievance. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, applicable laws, rules and regulations of administrative bodies (excluding rules and regulations of the Village that conflict with the labor agreement) and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 7.05 Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the affected employee or the Union (if the grievance is on behalf of two or more affected employees) within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered waived by the employee and Union. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union (if the grievance is on behalf of two or more affected employees) shall treat the grievance as denied at the step and may immediately appeal the grievance to the next step.

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

Section 7.06 Time Off. No time spent on grievance matters shall be considered time worked for compensation purposes, except as expressly provided elsewhere in the Agreement.

Section 7.07 Bypassing Steps. The parties may, by mutual agreement in writing, agree to bypass one or more steps of the grievance procedure.

Section 7.08 Discipline and Discharge. Discipline (including reprimands and suspensions) and discharge may be imposed by the Chief for just cause (non-probationary employees with or without cause). The employee will be provided notice of any discipline or discharge if any such disciplinary action is imposed against an employee. A non-probationary employee may challenge such action exclusively through the grievance procedure of this Agreement, but may not seek review through the Board of Fire and Police Commissioners. Disciplinary grievances (concerning non-probationary employees) involving oral or written reprimands may be processed through the grievance procedure through and including Step 3. Disciplinary actions or discharge of a probationary employee shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE VIII SENIORITY

Section 8.01 Definition of Seniority. Seniority shall be determined by an employee's continuous full-time service with the Village of Mundelein Fire Department, calculated from the most recent date of hire with the Village, less adjustments for layoffs, suspensions and approved leaves of absence without pay of thirty (30) consecutive days or more. In the event that two (2) or more firefighters/paramedics have the same seniority date, seniority shall be determined by

the firefighter/paramedics' placement on the Board of Fire and Police Commissioners' eligibility list. If two Lieutenants have the same hire date, seniority shall be determined by the promotion date and/or, if necessary, the placement on the promotional list.

Section 8.02 Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) fails to report for work immediately after the conclusion of an authorized leave of absence, without notice and approval from the Fire Chief;
- e) is laid off and fails to notify the Fire Chief or his designee of his intent to return to work within five (5) calendar days after receiving notification of recall or fails to report to work within ten (10) calendar days after receiving notification of recall;
- f) is laid off for a period in excess of twenty-four (24) months;
- g) is absent for three (3) or more consecutive work shifts without notifying the Fire Chief or his designee.

Section 8.03 Seniority List. As soon as practicable after the effective date of this Agreement, the Village will post and furnish the Union a list showing the name, rank and hiring date of each employee in the bargaining unit and whether the employee is entitled to seniority or not. Within thirty (30) calendar days after the date of posting, an employee must notify the Village of any alleged errors in the list or it will be considered binding on the employee and Union. A revised list will be posted once per year. After each posting, an employee must notify

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the Village of any alleged errors within thirty (30) calendar days or the list will be considered binding on the employee and the Union.

ARTICLE IX PROBATIONARY PERIOD

Section 9.01 Firefighter/Paramedic Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees for a probationary period of twelve (12) months of employment. In addition, in accordance with applicable state law, the probationary period may be extended for a firefighter/paramedic who is required, as a condition of employment, to be a certified paramedic, during which time the sole reason that a firefighter may be discharged without a hearing is for failing to meet the requirements for paramedic certification. During an employee's probationary period, the employee may be disciplined, laid off, or terminated at the sole discretion of the Village. No grievance or review by the Board of Fire and Police Commissioners shall be presented or entertained in connection with the discipline, layoff or termination of a probationary employee. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his most recent date of hire with the Village in the rank of firefighter/paramedic.

Section 9.02 Lieutenant/Paramedic Probationary Period. Effective upon execution of this Agreement, and without waiver of either parties' positions concerning promotional and retreat rights, all newly promoted Lieutenants shall be subject to a twelve (12) month promotional probationary period. During this promotional probationary period, employees shall have full access to the grievance procedure as outlined in the Agreement, except as outlined below. Furthermore, in the event of a layoff or recall, probationary Lieutenants shall count as full-time Lieutenants in the order of layoff or recall as established in Article X of this

Agreement. The employee shall be given an evaluation by the Fire Chief or his designee six (6) months after promotion. In the event an employee receives an unsatisfactory evaluation, the Fire Chief or his designee shall prepare a performance improvement plan detailing the employee's deficiencies, the expectations and improvements needed in order to achieve satisfactory performance (and provide training where applicable). Employees shall receive a one-year evaluation just prior to the completion of the promotional probationary period. If, by the completion of the promotional probationary period, the Village determines that the employee has not demonstrated the ability to satisfactorily perform the duties of the position, the employee shall be returned to his former firefighter position at the applicable rate of pay, provided that the Village's determination is not arbitrary or capricious. If a grievance is filed challenging the determination, the applicable standard shall be whether the Village's decision was arbitrary or capricious.

ARTICLE X LAYOFF AND RECALL

Section 10.01 Layoff. The Village, in its discretion, shall determine whether layoffs are necessary for economic or other legitimate business reasons. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in the Illinois Municipal Code, 65 ILCS 5/10-2.1-18. Employees shall be laid off in the following order: 1) part-time, contract and paid-on-call employees; 2) probationary employees; and 3) full-time employees. Prior to any layoff, the Village shall provide the Union with at least thirty (30) calendar days' written notice of the proposed layoff, and offer the Union the opportunity to meet and discuss with the Village alternatives to the layoffs prior to the

effective date of any such layoff. However, the foregoing does not require the Village to delay layoffs provided the thirty (30) days' written notice is given.

Section 10.02 Recall. Non-probationary 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 inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training which shall include completing and passing a pre-employment drug and alcohol screening and ensuring that all certifications and continuing legal education are current. Any laid off employee shall have access to paramedic continuing education opportunities available to bargaining unit employees.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union President, provided that the employee must notify the Fire Chief of his intention to return to work within fourteen (14) calendar days after receiving notice of recall. 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 with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 10.03 Effects of Layoff. During the term of the Agreement, should any bargaining unit employee be laid off in accordance with the provisions of this Agreement, that employee will be entitled to applicable benefits under State and Federal law, provided any dispute about such benefits will not be subject to the grievance procedure. Employee rights and benefits under any Village plans are subject to the terms and conditions of the applicable policy or plan.

ARTICLE XI
LEAVES OF ABSENCE

Section 11.01 Family and Medical Leave. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act, including the provisions relating to family leave for military exigencies or to provide care to an injured serviceman, and the regulations promulgated thereunder in accordance with what is legally permissible under the Act.

Section 11.02 Unauthorized Absence. Any unauthorized absence from work during assigned work hours shall be grounds for disciplinary action. An absence of two (2) shift days without notification by an employee to his immediate non-bargaining unit supervisor, absent extraordinary circumstances, shall be considered an abandonment of position and shall result in the automatic termination of the employment relationship.

Section 11.03 Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Accepting a position with another employer or engaging in self-employment while on leave of absence will result in forfeiture of the leave of absence and termination of Village employment, unless prior written approval of the Fire Chief has been received before the leave begins.

Section 11.04 Military Leave. Military leave shall be granted in accordance with applicable law, as it may from time to time be amended. An employee must provide notice or a copy of his military orders to the Village upon receipt of the notice or order in order to receive military leave. The Village retains the right to verify the leave through a commanding officer.

Section 11.05 Jury Duty Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury duty and on which the employee would



otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he appeared and served as a juror. The employee shall remit any jury duty fees to the Village in order to receive pay for such jury duty. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses. An employee shall return to work when not actually appearing or serving as a juror and immediately upon release from jury duty.

Section 11.06 Bereavement Leave. In the event of the death of a member of the immediate family, an employee may be granted leave without loss of regular pay for one (1) shift as bereavement leave if the employee attends the funeral or service. For purposes of this section, the immediate family shall be defined as spouse, children, children of spouse, parents of employee or spouse, brother or sister of employee, grandparents of employee or grandchildren of employee or spouse. Additional days off for immediate family when made as part of the original request shall be subject to the approval of the Village Administrator. Days off for the death of an individual not part of the immediate family are subject to the prior notification and approval of the Fire Chief or his designee and shall be deducted from the employee's applicable vacation time, floating holidays or accumulated holiday time. Sick leave may also be allowed consistent with the specific requirements, including but not limited to eligibility, notice and documentation requirements for sick leave usage under this Agreement. An employee may be required to provide satisfactory evidence of the death of a member of the immediate family if there is reason to believe abuse of this leave has occurred.

Section 11.07 Maternity Leave. Maternity leave shall be granted in accordance with State and Federal Law. The provisions of this section shall not be subject to the grievance and arbitration provision of this Agreement, but shall be processed through the appropriate internal complaint procedure and/or state and federal agencies.

**ARTICLE XII
VACATIONS**

Section 12.01 Allowance. An employee shall be entitled to vacation based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

| <u>Years of Continuous Service</u> | <u>Annual Vacation Hours</u> |
|------------------------------------|--|
| 1 through 4 years | 144 hours (6 twenty-four hour days) |
| 5 through 9 years | 192 hours (8 twenty-four hour days) |
| 10 through 14 years | 264 hours (11 twenty-four hour days) |
| 15 through 19 years | 276 hours (11.5 twenty-four hour days) |
| 20 years and over | 312 hours (13 twenty-four hour days) |

A new employee may not use vacation until he has been employed for six (6) continuous months of employment, unless the Fire Chief, in his sole discretion, approves the use.

Section 12.02 Vacation Pay. Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect at the time of the employee's vacation.

Section 12.03 Vacation And Other Time Off Scheduling. Vacations shall be selected by employees beginning in November and be completed prior to the beginning of the next calendar year for the following calendar year. Vacation shall be scheduled by rank (Battalion Chief, Lieutenant and Firefighter) and departmental seniority within the rank. Each member shall, in turn, select from one (1) to five (5) consecutive vacation days. This process shall begin again until all vacation days have been selected. Thereafter, floating holidays (one (1) or two (2) at a time), followed by Safe Worker/Safe Driver days, shall be selected in the same order prior to the beginning of the next calendar year. (Floating holidays shall be subject to cancellation in the

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event of a personnel shortage.) Time off combinations shall be a maximum of two (2) weeks absent extraordinary circumstances and are subject to the advance written approval of the Village Administrator.

Consistent with past practice, there shall be one slot each day available for the use of vacation, including the floating holidays referenced in Article XIII, Holidays, Section 13.03, Safety Days referenced in Article XVI, Section 16.12, and Kelly Days, referenced in Article V, Section 5.02 (collectively referred to as “days off”) plus any additional number of slots needed to accommodate the bargaining unit employees’ days off. The parties shall meet each year, prior to the selection of days off, to determine the number of additional slots needed. If an employee is on sick leave or disability during a scheduled vacation period, the employee shall be allowed to pick alternative date(s) for vacation. Once submitted and scheduled, days off may be cancelled and rescheduled by employees only with the Fire Chief’s or his designee’s approval. Under no circumstances will any change in a day off be allowed to create overtime without the advance approval of the Fire Chief.

Section 12.04 Limitation on Accumulation of Vacation. Vacation must be taken in the calendar year received. Failure to use vacation time within this period, shall forfeit the employee’s right to such vacation time, unless the Village Administrator grants prior approval. A written request must be submitted to the Village Administrator by December 15th of the current vacation year. If special circumstances occur and an employee cannot use all of his/her accrued vacation in that calendar year, a carryover request may be made to the Village Administrator to avoid losing accrued vacation time. A carryover request form is available from Human Resources. Approved carryover vacation days must be taken before March 31st of the



following year. Carryover days not taken before that date will be lost. Carryover requests cannot be granted two years in a row.

Section 12.05 Pay Upon Termination. Employees who have been employed for one (1) continuous year of employment shall receive compensation for all earned but unused vacation as of the employee's date of termination. Upon termination, the employee shall compensate the Village for any unearned vacation taken in advance.

Section 12.06 Vacation Cancellation. In the case of an emergency (terrorist attack, riot, tornado, significant ice storm), the Fire Chief may cancel and reschedule any or all approved vacation in advance of its being taken or recall back any employee from vacation in progress, provided any cancelled days shall be restored after the emergency.

ARTICLE XIII HOLIDAYS

Section 13.01 Holidays Defined.

The following days shall be recognized holidays:

Fourth of July

Thanksgiving Day

Section 13.02 Holiday Rate of Pay. If an employee is assigned to work Fourth of July and/or Thanksgiving Day and works as regularly scheduled, the employee shall be paid at time and one half for all hours worked. Effective upon execution of this Agreement, if a Lieutenant is assigned to work Fourth of July and/or Thanksgiving Day and works as regularly scheduled, the employee shall be paid at time and one half for all hours worked.

Section 13.03 Floating Holidays. Employees shall receive four (4) floating holidays (96 hours) annually which shall be scheduled with vacation, in accordance with Article XII of this

Agreement. Effective January 1, 2020, with the implementation of Kelly Days for Lieutenant/Paramedics, Lieutenant/Paramedics shall receive four (4) floating holidays annually under the same terms and conditions outlined above.

Floating holidays are earned according to the following schedule:

| | |
|-------------------------|------------------------|
| January 1 - March 30 | Twenty-four (24) hours |
| April 1 - June 30 | Twenty-four (24) hours |
| July 1 - September 30 | Twenty-four (24) hours |
| October 1 - December 31 | Twenty-four (24) hours |

New employees hired on or after January 1 of any calendar year shall earn floating holidays pro-rated during the first calendar year of employment.

All floating holidays may be taken in advance of accrual and in increments approved in advance by the Fire Chief or his designee. As of the end of each calendar year, earned and unused floating holidays are "lost" and shall not be carried over to the next calendar year.

ARTICLE XIV WAGES

Section 14.01 Wage Schedule. Employees shall be compensated in accordance with the annual wage schedule attached to this Agreement at Appendix C and as described in Section 14.02 below.

Section 14.02 Wage Increases.

The annual wages of employees covered by this Agreement shall be increased as follows:

| | |
|-----------------------|--------|
| Effective May 1, 2019 | 2.25%* |
| Effective May 1, 2020 | 2.25% |
| Effective May 1, 2021 | 2.25% |
| Effective May 1, 2022 | 2.50% |

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*Employees already received the percentage increases effective the date identified.

Section 14.03 Market/Equity Adjustment. Effective May 1, 2020, prior to the implementation of the annual wage increases outlined above, the salary schedules shall be adjusted pursuant to a market/equity adjustment as set forth in Appendix C.

ARTICLE XV INSURANCE

Section 15.01 Medical Insurance Coverage, Benefits and Costs. Employees covered by this Agreement shall be eligible to receive the same or relatively similar coverage and benefits that were in existence as of January 1, 2019, as set forth on Appendix D, attached hereto and incorporated herein.

Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and medical benefits or change such benefits under a different program or with a different insurance company, provided the level of coverage and benefits remain the same or relatively similar. The Village shall notify the employees, in writing, of any changes in the level of coverage and benefits prior to such changes.

Employees shall continue to pay for employee, employee/children, employee/spouse and family coverage the applicable dollar amount set forth on Appendix D attached hereto, per pay period, towards the health insurance premium. Effective May 1, 2019, employees shall contribute the following toward the premium amounts to be deducted in equal monthly amounts from the employee's paycheck during the term of this Agreement:

| | HMO | PPO |
|-------------------------------|------------|------------|
| Employee | 7.25% | 7.25% |
| Employee Plus Children | 15% | 15% |
| Employee Plus Spouse | 15% | 15% |
| Family | 15% | 15% |

Section 15.02 Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage provided that the basic level of insurance coverage and benefits remains the same or relatively similar.

Section 15.03 Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 15.01 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 15.04 Term Life Insurance. Each employee covered by this Agreement shall be provided with the same term life insurance coverage as other Village employees. The Village retains the right to change carriers and/or self-insure this benefit.

Section 15.05 Dental Insurance. Effective May 1, 2017, employees covered by this Agreement shall be eligible to receive the same or relatively similar dental coverage and benefits that were in existence as of January 1, 2017 as set forth on Appendix D, attached hereto and incorporated herein. The Village shall pay the entire cost of the dental insurance.

Nothing set forth herein shall prohibit the right of the Village to obtain other dental benefits or change such benefits under a different program or with a different insurance company, provided the level of coverage and benefits remain the same or relatively similar. The

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Village shall notify the employees, in writing, of any changes in the level of coverage and benefits prior to such changes.

Section 15.06 IRC 125 Flexible Benefit Plan. The Village shall maintain, in accordance with the Internal Revenue Code, an IRC 125 Flexible Benefit Plan which employees may elect to use for medical expenses and health insurance premiums.

ARTICLE XVI MISCELLANEOUS

Section 16.01 Fitness Examination. If, at any time, there is any legitimate question, by the Village and/or the Union concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have a physical examination by a qualified physician(s) selected by the Village. The employee may, under such circumstances, present a certificate of fitness from his own physician to the Village or the Village's physician for consideration in making the determination as to the employee's fitness for duty. In the event of a dispute between the Village's physician and the employee's physician as to the employee's fitness for duty, the two (2) physicians shall select a mutually agreed to third physician who shall make the final determination. The third physician shall have a specialty in the condition at issue. Nothing contained herein shall diminish any other rights afforded the employee or employer under applicable law.

Section 16.02 Light Duty. An employee with a non-work related illness or injury who is on paid or unpaid medical leave of absence (including sick leave) may request light duty, but approval of the employee's request for light duty in such circumstances is at the sole discretion of the Fire Chief or his designee. The Village may require an employee who is off on a duty related injury to return to work in an available light duty assignment that the employee is

qualified to perform. For any light duty, a Village-approved physician, with expertise in the condition at issue, must have determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) calendar days. The hours, terms and conditions of the light duty assignment shall be determined by the Human Resources Coordinator or his/her designee, which shall generally be Monday through Friday from 8 a.m. to 5 p.m. and include a 40-hour workweek. It is agreed that a light duty assignment will normally be confined to the Village Fire Department, and may include but is not limited to fire inspections. Provided, however, an employee assigned to light duty for a non-work-related injury or illness will receive his regular rate of pay for all hours worked under this Agreement which may be prorated when light duty is scheduled on a less than full-time basis.

Generally, a light duty assignment shall not exceed 90 days, but may be terminated prior to that time limit. The physician's evaluation report shall indicate the time for which the limited duty will be required. Extensions of limited duty assignments may be granted if, in the determination of the Village administrator, such an extension would be in the best interest of the employee and the Village.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within ninety (90) days, the Village retains the right to terminate the employee's light duty assignment.

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

Nothing in this Section shall waive the statutory rights of the employee relating to worker's compensation and/or PEDDA benefits and the Fire Pension Fund in dealing with an employee on a disability pension.

Section 16.03 Required Continuing Education Classes. Employees who are off on a duty or non-duty related injury (but who have not applied for or been awarded a pension) shall be entitled to take required continuing education classes while off duty on injuries, provided medical restrictions allow. Such continuing education classes shall include classroom courses and activities associated therewith.

Section 16.04 Drug and Alcohol Testing. The parties agree that the Village may adopt policies to implement reasonable suspicion of drug and alcohol testing which shall be applicable to employees covered under this Agreement. In addition, the policy shall request testing when the employee is involved in an accident resulting in damages in excess of \$500 or sustains an injury to the employee or other person(s). The current policy is attached hereto as Appendix E.

Section 16.05 Board of Fire and Police Commissioners. The Village and Union agree that all disciplinary, promotional, rule-making and other matters previously subject to the authority and jurisdiction of the Village of Mundelein Board of Fire and Police Commissioners (BFPC) are subject to the applicable provisions of the Agreement. Those matters not expressly covered by the Agreement shall remain under the authority and jurisdiction of the BFPC, except as expressly modified herein. The parties agree that the sole recourse for the appeal and review of disciplinary matters, including discharges, shall be through the grievance and arbitration procedures of this Agreement and shall not be subject to review by the BFPC. Promotions shall be subject to this Agreement and the Illinois Fire Department Promotion Act, as may be

amended from time to time. Where a conflict exists as to this Agreement and the Promotion Act, the terms of this Agreement shall control.

Section 16.06 Americans With Disabilities Act. The Village may take reasonable actions necessary to comply with the Americans with Disabilities Act.

Section 16.07 Tuition Reimbursement. Employees shall be eligible for tuition reimbursement for classes that are job-related in accordance with the following requirements:

- a) Classes/courses to be taken must be job-related.
- b) Classes/courses must be reviewed by the Department Head prior to forwarding the application to the Village Administrator for approval.
- c) Classes/courses must be approved by the Village Administrator prior to registering for the class. Approval shall not be unreasonably denied.
- d) Reimbursement shall be provided on the following formula:
 1. Courses taken at the College of Lake County ("CLC") will be reimbursed at 100% of the current per-hour fee.
 2. Courses that are unavailable at CLC will be reimbursed at the out-of-district hourly fee currently charged at CLC. If the actual fee is lower than that of the CLC out-of-district fee, reimbursement will be the lesser amount of the two fees.
- e) Reimbursement will only be provided when there is no other funding available: i.e. G.I. Bill, scholarships, etc.
- f) Employees must achieve a minimum grade point average of a C or better in order to receive reimbursement.

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Employees must submit applications to the Human Resource Manager at least two weeks prior to the final registration date to assure adequate time for review and determination.

Upon completion of an approved class(es), an employee must submit his grade evaluation to the Human Resource Manager. No reimbursement will be made without a final class grade.

Section 16.08 Fitness Benefits. The Village will make available to employees a fitness/workout room in the fire stations and health club privileges under the same terms and conditions the privileges are made available to other Village employees, provided the health club privileges continue to be made available to all other Village employees.

Section 16.09 Use of POCs/Part-time Employees/Contract Service.

(a) Staffing. The parties agree that the Village may continue to use POCs/part-time employees and/or to contract for firefighter/paramedic personnel, consistent with 65 ILCS 5/10-2.1-4, as follows (without waiver of either parties' positions concerning 65 ILCS 5//10-2.1-4). The use of contract firefighter/paramedics shall be limited to a maximum of twelve (12) contract firefighter/paramedic positions. If the Village fills more than six (6) contract firefighter/paramedic positions, the Village shall maintain six (6) full-time career Lieutenant/Paramedics and eighteen (18) full-time career Firefighter/Paramedics. Should the number of bargaining unit employees fall below six (6) Lieutenant/Paramedics or eighteen (18) Firefighter/Paramedics, the Village may continue to fill and utilize more than six (6) contract firefighter/paramedic positions, in accordance with the limitations set forth in this Section, for up to twelve (12) months in order to allow the Village the time necessary to fill any vacancy. Under the circumstances, the Village must fill the bargaining unit vacancy no later than twelve (12) months after the vacancy is created. If the Village does not fill more than six (6) contract firefighter/paramedic positions, the Village is not obligated to maintain the above-referenced

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numbers of bargaining unit employees. Regardless of the above, the Village may fill one (1) part-time firefighter/paramedic position per station per shift. This allowance is separate and apart from the Village's obligation to maintain a certain number of bargaining unit employees in relation to the use of contract firefighter/paramedic positions, and shall not trigger such obligation.

(b) Assignments. Contract firefighter/paramedics shall not be assigned to serve as an acting officer or engineer. In addition, ambulances will be staffed with a minimum of one (1) full-time career Firefighter/Paramedic. Notwithstanding the above, where there are no full-time career bargaining unit personnel available for a call, the Village is permitted to use POCs/part-time employees and/or contract firefighter/paramedics as needed for the duration of that call. In an emergency (consisting of a natural or manmade disaster, including fires), the Village may also use POCs/part-time employees and/or contract firefighter/paramedics solely for the purpose of addressing the emergency.

Section 16.10 Training and Travel Expenses. The Village has the right to change an employee to a forty (40) hour work schedule to accommodate training exceeding three (3) consecutive calendar days. If mandated training is scheduled during an employee's regular hours of duty, the employee will be excused from duty without loss of pay or benefits. Compensation for training mandated by the Village outside of an employee's regular work hours shall be in accordance with the overtime pay provisions of this Agreement. The Village will also pay for the costs of said training. At the beginning of each calendar year, the Department shall identify mandatory training for the year. Upon request of the Union, the parties shall discuss said training during a Labor-Management meeting.

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Compensation for training mandated by the Village outside of an employee's regular work hours shall be compensated in accordance with the overtime pay provisions of this Agreement.

In the event the Village requires an employee to attend a training course outside the Village, the employee will be compensated for travel expenses for such mandated training in accordance with the Village or departmental procedures (whichever is applicable) as they may be amended from time to time. The Village will determine the method of transportation and make all travel arrangements, if appropriate. The Village shall provide for hotel accommodations, reimburse reasonable expenses for meals and reimburse mileage incurred by the employee at the applicable IRS rate.

Section 16.11 Deferred Compensation. Bargaining unit employees shall be eligible to participate in all of the deferred compensation programs available to other Village employees. The Village shall continue to offer deferred compensation programs, in accordance with the Internal Revenue Service (IRS) requirements, provided any such programs continue to be authorized by the IRS.

Section 16.12 Safety Day. An employee who meets the standards under all of the sections set forth in the Village of Mundelein Safety Day policy shall receive twelve (12) hours of safety day time off. The time off shall be scheduled annually in conjunction with the advance selection of vacation and procedures applicable thereto. Provided, however, if an employee is determined to be ineligible for the safety day, the day will either be canceled or the employee will forfeit twelve (12) hours of vacation time. The time off must be approved in advance by the Fire Chief or his designee.

Section 16.13 Shift Trades. Employees may request a shift trade or exchange of duty (EOD) to attend to personal matters. An EOD may only occur between employees of the same rank and qualification.

All EODs must be approved in advance by the Shift Commander. Except in an emergency, the EOD must be approved three (3) calendar days prior to the first day of the EOD and the employee must advise the affected Shift Commander(s) for approval and scheduling. In an emergency necessitating an EOD with shorter notice, the affected Shift Commander(s) must still be informed so that the EOD may be approved. Employees can only EOD if proper manning is met.

If an employee who is scheduled to work per an EOD is unable to report for duty because of an illness or injury, the employee must notify the Shift Commander at least one (1) hour prior to the beginning of the scheduled shift. The employee who was not able to work will be charged a sick day. In addition, the other employee is still responsible to pay back the employee who was unable to work. Employees who commit to working an EOD that are absent unexcused shall be considered AWOL and subject to disciplinary action. All EODs must be settled between the parties within six (6) months of the date of the first EOD. An employee who voluntarily severs employment must pay back any EOD before separation. The Department reserves the right to assign these days to ensure equal responsibility.

Section 16.14 Residency. The Village may establish a residency requirement for new hires requiring them to reside within the State of Illinois.

Section 16.15 Outside Employment. Outside employment shall be in accordance with departmental policies and procedures dated November 20, 2008 (Section 10:1.93).

Section 16.16 Working Out of Classification. When an employee is assigned by the Chief (or his designee) to perform the duties of a higher rank (i.e. firefighter is assigned to perform a lieutenant's duties, or a Lieutenant is assigned to perform a Battalion Chief's (Shift Commander) duties), the employee will be compensated for all such hours actually worked performing the duties of the higher rank at the applicable rate of pay for the corresponding step of the promoted position.

Section 16.17 Joint Wellness Initiative. The Department will maintain two (2) peer fitness trainers (PFT) trained to the IAFF/IAFC Program Specifications, whose purpose is to advise fellow employees on exercise. The PFTs will act in an advisory capacity only to support the employees' personal goals. Employees must receive the approval of the Battalion Chief or Station Officer prior to beginning any workout.

Section 16.18 7 (G) Agreements. The Village may offer, and bargaining unit employees may voluntarily accept, 7(G) assignments. The Village and employee shall enter into a 7(G) Agreement for the performance of work that has been agreed upon with the Union and consistent with the Fair Labor Standards Act. The agreement containing the terms and conditions of 7(G) assignments is attached hereto as Appendix G. A 7(G) Agreement between the Village and employee (attached to Appendix G as Exhibit A), must be executed by the Village and employee before the employee can perform any 7(G) assignments. Within five (5) business days after execution, the Village shall provide a copy of any and all executed 7(G) Agreements to the Union for formal acknowledgement thereof.

ARTICLE XVII
SICK LEAVE

Section 17.01 Allowance. An employee who has completed one (1) full month of continuous service, shall accrue twelve (12) hours of sick leave for each completed month, provided that the number of accumulated sick leave hours shall not exceed 2664 hours/one hundred eleven (111) 24 hour days at any one time. Any employee who forfeited sick days as a result of the change in the Village's sick leave accumulation policy on and continuing after May 1, 2012 (and not as a result of use of sick leave days), shall have such forfeited sick leave hours returned to the employee's accrued sick leave total.

Sick leave shall be allowed only for non-work-related personal illness, injury or disability which renders the employees unable to perform the duties of his position. Sick leave shall be used for FMLA covered events consistent with the Village's FMLA Policy and this Agreement.

Section 17.02 Sick Leave Utilization. Sick leave shall be utilized in 24-hour increments unless otherwise approved by the Fire Chief or his designee.

Section 17.03 Sick Leave Eligibility. An employee shall not be eligible to earn sick leave during any layoff, suspension or approved leave of absence if the employee is on unpaid status for thirty (30) consecutive days except a military leave of absence. An employee off on a work-related injury shall continue to earn sick leave.

Section 17.04 Sick Leave Notification. In the event an employee is unable to work due to illness, injury or disability as provided above, the employee must notify his immediate supervisor of his absence and the nature of the illness/injury, at the earliest possible time, but no later than one (1) hour prior to the start of his scheduled shift. The failure to provide such notification may result in discipline.

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Section 17.05 Medical Examination. A doctor's statement (verifying that the employee was examined by a medical professional and that the employee was unable to perform the duties of the position) may be required for any use of sick leave of two (2) or more consecutive shifts at a date and time directed by the Fire Chief or his designee, unless specifically excused by the Fire Chief or his designee. If the employee does not supply such statement/documentation, the request for sick leave may be denied and the time off shall be without pay.

Section 17.06 Abuse of Sick Leave. If an employee is suspected of abuse, and such alleged abuse has been documented and provided to the Union, or if the employee has a pattern of absences, the Village reserves the right to take corrective action, including, but not limited to, requiring the employee to provide a physician's statement (verifying the nature of the illness, that the employee was examined by the physician, and that the employee was unable to perform the duties of the position), disapproving the sick leave usage, medical consultations (with a Village designated physician, at Village expense), and counseling and discipline, up to and including discharge.

Section 17.07 Payment for Medical Examinations. All charges for medical examinations and physician statements shall be at the employee's expense, to the extent not covered by insurance, except as specifically provided otherwise in this Agreement.

Section 17.08 Sick Leave Payment at Retirement. An employee who retires from the Village with twenty (20) or more years of service and who provides the Village with at least sixty (60) days' notice of said retirement shall be paid for 50 percent of the employee's accumulated unused sick leave hours, up to a maximum buyback of 27 days (648 hours) at the employee's straight time hourly rate of pay at retirement. Provided however, if an employee accumulated more than fifty-four (54) days/1296 hours of sick leave up to a maximum of 111

days/2664 hours of sick leave on May 1, 2012, that employee's maximum accumulation for payout purposes will be the number of days accumulated on May 1, 2012.

Sick leave payments will be deposited into a retirement health savings account on a pre-tax basis, as long as such program continues to be allowed by the Internal Revenue Service under similar terms and conditions. If the employee fails to give the Village at least sixty (60) days' notice, the employee shall not be eligible for payment of accumulated unused sick leave.

Section 17.09 Emergency/Family Leave. The Village Administrator may grant emergency leave and/or family illness or injury leave of up to a maximum of twenty-four (24) hours per calendar year. The number of hours granted as emergency and/or family illness or injury leave shall depend on the circumstances of the incident and be determined by the Administrator.

ARTICLE XVIII PROMOTIONS

Section 18.01 General. Pursuant to Section 10(e) of the Illinois Fire Department Promotion Act ("IFDPA") (PA. 93-0411) and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Lieutenant shall be governed by the provisions of this Article and the IFDPA, except to the extent modified herein.

Section 18.02 Applicability. The existing Lieutenant's promotion list shall continue to be valid until its expiration date.

Section 18.03 Vacancies. This Article applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated and on that same date, a vacancy shall occur in all ranks inferior to that rank,

provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to three (3) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 18.04 Eligibility. All promotions to Lieutenant shall be made from employees in the next lower rank. The following additional criteria shall apply:

- Candidates who have at least five (5) years of full-time service with the Department as of January 1 of the year of the written examination for promotion.

Section 18.05 Weight of Factors. All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of candidates on promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following components, weighted as specified:

| | | |
|----|----------------------|-----|
| a. | BFPC Oral Interviews | 10% |
| b. | PPR Evaluation | 20% |
| c. | Ascertained Merit | 5% |
| d. | Seniority | 5% |
| e. | Assessment Center | 40% |
| f. | Written examination | 20% |

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

Every examinee shall have the right to their score on each component of the exam upon its completion. Additionally, the scores shall be posted by the examinee's name after the completion of each component of the examination.

Candidates shall be ranked on the preliminary promotional list in rank order based on the highest to the lowest points scored on all of the components of the test, subject to an overall cut off score of 70 points.

Subject to the conditions of Section 18.04 above, all candidates shall be allowed to participate in all components of the testing process.

Section 18.06 Order of Components. The components for scoring shall consist of the following items in order as listed and described below:

- a) Oral Interviews (Questions shall be job-related and uniformly applied to all candidates).
- b) Assignment of Ascertained Merit (Points awarded for educational degrees).
- c) PPR Evaluation (Consensus peer review process based upon various criteria that encompass various responsibilities of fire service designed to allow supervisors to rate the potential for leading and directing as a supervisor).
- d) Assignment of Seniority Points (See below).
- e) Assessment Center (Assessment Center is based upon analysis of job behavior translated into a series of simulated job-related scenarios where candidates are

observed and graded by certified assessors who evaluate the performance during exercises. Assessment Center may include but is not limited to: tactical, oral interview, in-basket group problem solving, writing exercise, or problem employee exercise).

- f) Written Examination (The written examination shall be job-related and uniformly applied to all candidates).

Section 18.07 Seniority. Candidates shall receive .5 points for each completed year of service as of January 1 of the year of the written examination for promotion up to a maximum of 5 points.

Section 18.08 Ascertained Merit. Candidates shall receive 2.5 points for an A.S. or A.A.S. degree or 5 points for a baccalaureate degree. The maximum score is 5 points.

Section 18.09 Preliminary Promotion List. Once the points for all components are awarded, a preliminary promotion list shall be posted, showing the names of each candidate and their overall composite score. In the event that a candidate scores less than seventy (70) percent after all components in aggregate for the process described above, that candidate shall be ineligible to be placed on the final list for promotion.

Section 18.10 Veteran's Points. A candidate on the preliminary promotion list who is eligible for veteran's points under 65 ILCS §5/10-1.16 may file a written application within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's points shall be added to the candidate's total score on the preliminary promotion list. The Village shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's points that have been awarded.

Section 18.11 Final Promotion List. The final promotion list shall then be posted on the bulletin board at each fire station and Village Hall listing in rank order by name, from highest to lowest, the scores of all candidates.

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

Section 18.12 Order of Selection. Whenever a promotional rank is created or becomes vacant, as provided in Section 18.03 of this Article, due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reason for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in this Agreement.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be

removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 18.13 Duration. A final promotion list shall be effective for a period of three (3) years from the date of its posting. The Village shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain a current eligibility list so that promotion vacancies are filled not later than 180 days after the occurrence of the vacancy. If there is no final adjusted promotion list in effect for that position on the date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Section 18.14 Right to Review. The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference, shall be entitled to a review of the matter by the appointing authority. Requests for review shall not involve any claims related to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

Pursuant to Article VII of this Agreement, the Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have a right to file a grievance of the matter, subject to the following conditions:

- a. The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the test. Only

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such objective grievances shall be allowed under the parties' grievance procedure, contained in Article VII;

- b. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.
- c. In the event of grievance disputes arising under the terms of this Article, the parties adopt the definitions set forth in §5 of the IFDPA to facilitate resolution of any conflicts.

ARTICLE XIX SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. Upon the request of either party, the Village and Union shall begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XX ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and

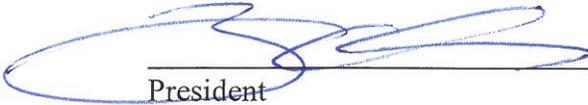
unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to herein, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. This paragraph does not waive the Union's right to impact/effects bargaining and such right is specifically reserved unless the impact or effects are otherwise addressed in this Agreement.

**ARTICLE XXI
DURATION**

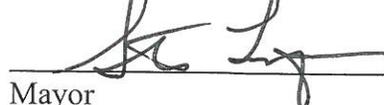
This Agreement, unless otherwise noted herein, shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. Notwithstanding the foregoing, the parties agree that the effective date of this Agreement and the retroactive terms herein shall not be deemed the status quo for the successor agreement hereto.

MUNDELEIN FIREFIGHTERS IAFF 4786

VILLAGE OF MUNDELEIN



President



Mayor

Dated: 5-6-2020

Dated: 5/12/20

ATTEST:


ATTEST:


Village Clerk

Dated: 5/6/20

Dated: 5/12/20

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APPENDIX A

DUES DEDUCTION AUTHORIZATION FORM

I, the undersigned member of the Mundelein Professional Firefighters Association, Local 4786, IAFF, hereby authorize and direct my employer, the Village of Mundelein, to deduct from my wages and to pay to the Mundelein Professional Firefighters Association, Local 4786, IAFF or its authorized representative, the regular monthly dues of \$TBD, which may be owed to the Mundelein Professional Firefighters Association, Local 4786, IAFF as a result of my membership therein.

Unless I revoke it, this authorization shall continue to be in effect for successor contracts between the employer and the Mundelein Professional Firefighters Association, Local 4786, IAFF, although the dues amount may change during the term of the contract.

Member's name: _____ Date: _____

Member's signature: _____

Address: _____

City/State/Zip: _____

Phone: _____

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APPENDIX B
GRIEVANCE FORM

TYPE OR PRINT ONLY

CONSULT YOUR STEWARD FOR ADVICE

STEP: 1 2 3 4 (circle step)

| | | |
|------------------|----------|--------|
| GRIEVANCE NUMBER | | |
| | | |
| YEAR | DIVISION | NUMBER |

DATE FILED AT THE ABOVE STEP: _____
 DATE OF INCIDENT: _____
 DATE FACTS WERE KNOWN, GIVING RISE TO GRIEVANCE: _____
 PRESENTED TO: _____

(Print employer representative's name/title at the above step)

GRIEVANCE FACTS OR REASON FOR APPEAL TO NEXT STEP. (IF STEP #1, STATE ARTICLE(S) AND SECTION(S) OF CONTRACT VIOLATED AND REMEDY SOUGHT. IF STEP #2, STEP #3 OR STEP #4, STATE REASONS FOR ADVANCING GRIEVANCE.)

(USE ADDITIONAL PAPER IF NECESSARY)

EMPLOYEE PLEASE PRINT NAME: _____
 TOTAL NO. PAGES: _____
 SIGNATURE OF EMPLOYEE: _____
 SIGNATURE OF STEWARD: _____ DATE: _____

----- GRIEVANT, DO NOT WRITE BELOW THIS LINE -----
 EMPLOYER RESPONSE:

SIGNATURE OF EMPLOYER REPRESENTATIVE: _____
 DATE RETURNED: _____
 SIGNATURE OF EMPLOYEE RECEIVING RESPONSE: _____
 DATE RETURNED: _____

APPENDIX C
WAGE SCALE

FIREFIGHTER/PARAMEDICS

| Step | <u>Effective May 2019</u> | <u>Market Equity Adjustment</u> | | <u>5/1/2020</u> 2.25% | <u>5/1/2021</u> 2.25% | <u>5/1/2022</u> 2.50% |
|------|-------------------------------|-------------------------------------|--------------|--------------------------|--------------------------|--------------------------|
| | | <u>Effective 5/1/2020</u> | | | | |
| 0 | \$69,499.90 | \$465.65 | \$69,965.55 | \$71,539.77 | \$73,149.42 | \$74,978.15 |
| 1 | \$72,696.53 | \$487.07 | \$73,183.60 | \$74,830.23 | \$76,513.91 | \$78,426.76 |
| 2 | \$76,018.56 | \$509.32 | \$76,527.88 | \$78,249.76 | \$80,010.38 | \$82,010.64 |
| 3 | \$79,416.12 | \$532.09 | \$79,948.21 | \$81,747.04 | \$83,586.35 | \$85,676.01 |
| 4 | \$83,153.22 | \$557.13 | \$83,710.35 | \$85,593.83 | \$87,519.69 | \$89,707.68 |
| 5 | \$86,953.03 | \$582.59 | \$87,535.62 | \$89,505.17 | \$91,519.03 | \$93,807.01 |
| 6 | \$90,916.07 | \$609.14 | \$91,525.21 | \$93,584.52 | \$95,690.18 | \$98,082.43 |
| 7 | \$95,124.57 | \$637.33 | \$95,761.90 | \$97,916.55 | \$100,119.67 | \$102,622.66 |
| 8 | \$99,485.90 | \$666.56 | \$100,152.46 | \$102,405.89 | \$104,710.02 | \$107,327.77 |

LIEUTENANT/PARAMEDICS

| Step | <u>Effective May 2019</u> | <u>5/1/2020</u> 2.25% | <u>5/1/2021</u> 2.25% | <u>5/1/2022</u> 2.50% |
|------|-------------------------------|--------------------------|--------------------------|--------------------------|
| 0 | \$83,590.40 | \$85,471.18 | \$87,394.28 | \$89,579.14 |
| 1 | \$86,934.01 | \$88,890.03 | \$90,890.05 | \$93,162.31 |
| 2 | \$90,411.37 | \$92,445.63 | \$94,525.66 | \$96,888.80 |
| 3 | \$94,027.83 | \$96,143.46 | \$98,306.68 | \$100,764.35 |
| 4 | \$97,788.94 | \$99,989.19 | \$102,238.95 | \$104,794.92 |
| 5 | \$101,700.50 | \$103,988.76 | \$106,328.51 | \$108,986.72 |
| 6 | \$105,768.52 | \$108,148.31 | \$110,581.65 | \$113,346.19 |
| 7 | \$109,999.26 | \$112,474.24 | \$115,004.91 | \$117,880.04 |
| 8 | \$114,399.23 | \$116,973.21 | \$119,605.11 | \$122,595.24 |

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APPENDIX D

MEDICAL AND DENTAL INSURANCE

**Medical Insurance Premiums
Effective January 1, 2019**

Premiums listed in the left column below are full monthly premiums.
Employee contribution per paycheck (24x annually) is in the left column.
Retirees pay the full premiums

| HMO - \$20 Copay | TOTAL | EMPLOYEE COST |
|--------------------------|--------------|---------------------------|
| Employee Only | \$ 639.13 | \$23.12 per check |
| Employee and Spouse | \$1,278.26 | \$95.87 per check |
| Employee and Child(ren) | \$1,214.35 | \$91.07 per check |
| Family | \$1,685.23 | \$126.39 per check |
| Medicare - Single | \$ 411.51 | |
| Medicare - Emp & Spouse | \$ 822.98 | |
| \$500 PPO | | |
| Employee Only | \$ 749.00 | \$27.19 per check |
| Employee and Spouse | \$1,620.00 | \$121.67 per check |
| Employee and Child(ren) | \$1,252.00 | \$93.90 per check |
| Family | \$2,240.00 | \$168.23 per check |
| Medicare - Single | \$ 749.00 | |
| Medicare - Emp & Spouse | \$1,498.00 | |
| \$2500 PPO (HDHP) | | |
| Employee Only | \$ 661.00 | \$23.96 per check |
| Employee and Spouse | \$1,427.00 | \$71.35 per check |
| Employee and Child(ren) | \$1,105.00 | \$55.35 per check |
| Family | \$1,975.00 | \$98.75 per check |
| Medicare - Single | \$ 661.00 | |
| Medicare - Emp & Spouse | \$1,322.00 | |

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HMO - \$20/\$40 Copay
HMO Illinois
Blue Cross Blue Shield Illinois



| \$20/\$40 Copay HMO | |
|-------------------------------------|--------------|
| Network | HMO Illinois |
| Annual Deductible | |
| Single | N/A |
| Family | N/A |
| Coinsurance paid by plan | |
| In Network | 100% |
| Out of Network | N/A |
| Out of Pocket Maximum | |
| Single In Network | \$1500 |
| Single Out of Network | N/A |
| Family In Network | \$3000 |
| Family Out of Network | N/A |
| Office Visit | |
| PCP - In Network | \$20 |
| Specialist - In Network | \$40 |
| PCP or Specialist - Out of Network | N/A |
| Emergency Room | \$150 copay |
| Preventive Care | 100% |
| Prescription Drugs | |
| Retail - Generic | \$10 |
| Retail - Formulary Brand | \$40 |
| Retail - Non-Formulary Brand | \$60 |
| Self-Injectable | \$50 |
| Mail - Generic | \$20 |
| Mail - Formulary Brand | \$80 |
| Mail - Non-Form Brand | \$120 |
| Prescription Drug Out of Pocket Max | |
| Single | \$5100 |
| Family | \$10200 |

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**\$500 Deductible PPO
Blue Cross PPO Network
Blue Cross Blue Shield Illinois**



| \$500 Deductible PPO | |
|---|----------------------------|
| Network | PPO |
| Annual Deductible | |
| Single | \$500 |
| Family | \$1,500 |
| Coinsurance paid by plan | |
| In Network | 80% |
| Out of Network | 60% |
| Out of Pocket Maximum (including deductible) | |
| Single In Network | \$2,500 |
| Single Out of Network | \$3,500 |
| Family In Network | \$5,000 |
| Family Out of Network | \$7,000 |
| Office Visit | |
| In Network PCP | \$20 PCP/\$40 Specialist |
| Out of Network | Deductible/60% |
| Emergency Room | Deductible/80% |
| Preventive Care | 100% in network |
| Prescription Drugs (CVS Caremark) | |
| Retail – Generic | \$10 |
| Retail – Formulary Brand | 20% to maximum of \$50 |
| Retail – Non Formulary Brand | 40% to maximum of \$75 |
| Mail – Generic | \$25 |
| Mail – Formulary Brand | 20% to maximum of \$125 |
| Mail – Non Formulary Brand | 40% to maximum of \$187.50 |
| Specialty Medication | \$50 Generic/\$100 Brand |
| Prescription Drug Out of Pocket Max | |
| Single | \$2500 |
| Family | \$5000 |

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**\$2500 Deductible PPO (HDHP)
Blue Cross PPO Network
Blue Cross Blue Shield Illinois**



| \$2500 Deductible PPO | |
|--|----------------------|
| Network | PPO |
| Annual Deductible | |
| Single | \$2,500 |
| Family* | \$5,000 |
| Coinsurance paid by plan | |
| In Network | 80% after deductible |
| Out of Network | 60% after deductible |
| Out of Pocket Maximum* (including deductible) | |
| Single In Network | \$5,000 |
| Family In Network | \$10,000 |
| Office Visit | |
| In Network | Deductible/80% |
| Out of Network | Deductible/60% |
| Emergency Room | Deductible/80% |
| Preventive Care | 100% in network |
| Prescription Drugs | |
| Retail and Mail – Generic | Deductible/80% |
| Retail and Mail – Brand | Deductible/80% |
| Specialty | Deductible/80% |

*On the high deductible plan, the deductible is an aggregate deductible. **This means if you are covering more than one person under this plan, the family deductible applies. It can be satisfied by one person of the family or a combination of the family. The single deductible only applies if you are the only person enrolled on the plan.**

However, the out of pocket maximum is an embedded maximum. In order for the plan to meet the Affordable Care Act requirements for out of pocket maximums, an individual only needs to meet the \$5,000 maximum out of pocket. Each family member will be subject to the \$5,000 individual maximum until the family meets the \$10,000 maximum.

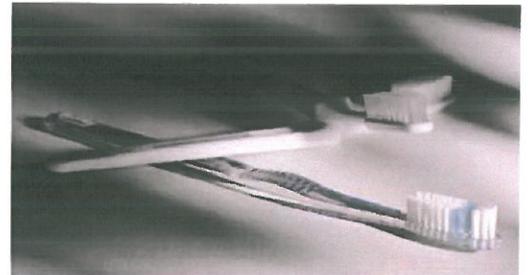
Dental Insurance administered by Delta Dental

The NSEBC dental program is administered by Delta Dental. This program has two plan options – a self-funded PPO plan and a DHMO plan.

PPO

The self-funded PPO dental program allows you to go to any dentist but if you use a provider who is part of the Delta Dental networks, you will be eligible for discounts. Dentists in the **PPO** network offer the highest discounts. Dentists in the **Premier** network also provide discounts but not as high as the PPO network. If you use a network provider (PPO or Premier), the amount you are charged for a service has already been negotiated.

If your provider is not in either network, the plan will pay at the same benefit level but you may be required to pay the dentist up front and submit your claim directly to Dental for reimbursement. Amounts that your dentist charges that are over Usual and Customary are your financial responsibility.



There is an annual benefit maximum each calendar year. Orthodontia coverage is available for dependents up to age 19, but there is a lifetime maximum of \$2,500.

| Service | Benefit |
|------------------------|-------------------------|
| Deductible – Single | \$50 |
| Deductible - Family | \$150 |
| Annual Plan Maximum | \$1,500 |
| Preventive Services | 100%, deductible waived |
| Restorative Services | 80% after deductible |
| Major Services | 50% after deductible |
| Orthodontia | 50% |
| Ortho Lifetime Maximum | \$2,500 |

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DHMO

Delta Dental also offers a DHMO program. With the DHMO plan, you must select a primary care dentist (PCD). This dentist will manage all of your care. Should you need to see a dental specialist, the PCD will provide you a referral. If you seek treatment from anyone other than your PCD and you do not have a referral from your PCD, you will be financially responsible for that service.

Benefits under the DHMO plan are based upon a copayment schedule.

| Service | Benefit |
|------------------------|------------------------|
| Deductible – Single | n/a |
| Deductible - Family | n/a |
| Annual Plan Maximum | Unlimited |
| Preventive Services | See Copayment Schedule |
| Restorative Services | See Copayment Schedule |
| Major Services | See Copayment Schedule |
| Orthodontia | See Copayment Schedule |
| Ortho Lifetime Maximum | See Copayment Schedule |

Dental Insurance Premiums effective January 1, 2020

Premiums listed below are full monthly premiums.

The Village of Mundelein pays the entire premium for active FT employees.

| | DHMO | PPO |
|-------------------------|---------|-----------|
| Employee Only | \$15.50 | \$ 60.00 |
| Employee and Spouse | \$28.67 | \$ 117.00 |
| Employee and Child(ren) | \$32.37 | \$123.00 |
| Family | \$45.55 | \$172.00 |

APPENDIX E
DRUG AND ALCOHOL TESTING

Section 1. General Policy Regarding Drugs and Alcohol.

The use of illegal drugs and cannabis and the abuse of alcohol and legal drugs by members presents unacceptable risk to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such use and abuse violate the reasonable expectations of the public that the Village employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times.

For these reasons, the abuse of prescribed drugs, the abuse of alcohol, or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 2. Definitions.

- A. "Drugs" shall mean any controlled substance listed in 720 ILCS 570, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes cannabis, abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. A listing of drugs covered by this policy includes, but is not limited to:

Opium
Methaqualone
Psilocybin-Pilocyn
Morphine
Tranquilizers

MDA
Codeine
Cocaine
PCP
Heroin
Amphetamines
Chloral Hydrate
Meperidine
Phenmetrazine
Methlyphenidate
Marijuana
LSD
Hash
Barbiturates
Mescaline
Hash Oil
Glutethimide
Steroids

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

"Impairment" due to alcohol shall be presumed when a blood alcohol content of .02 or more is measured.

"Impairment" or "under the influence" of drugs including for cannabis shall be presumed when an employee or applicant has a confirmed positive test result as described below.

C. "Positive Test Results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no actions will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section 6.A.6 of this Appendix.

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

Section 3. Pre-Employment and Probationary Screening.

All new Firefighter applicants will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment. Probationary employees will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol during the final 30 days of the probationary period.

Section 4. Prohibitions.

Employees shall be prohibited from:

- A. Consuming or possessing alcohol, cannabis, or illegal drugs at any time during the work day on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer, or on call.
- B. Using, selling, purchasing or delivering any illegal drug or cannabis during the work day or when off duty.
- C. Being impaired or under the influence of alcohol or drugs as defined herein or testing at or above the cut-off levels set forth herein during the course of the work day.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
- E. The use of alcohol within four hours of reporting to duty.
- F. Failing to cooperate in the testing process.

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

Section 5. Administration of Tests.

- A. Informing Employees Regarding Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation. The Village shall provide annual training to employees regarding the goals of this policy, namely, that employees of the Fire Department be fit and free from the adverse effects of the use of illegal drugs and cannabis and the abuse of alcohol and legal drugs; such

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training will include a review of this policy. However, it is the responsibility of all members of the Fire Department to be aware of, and adhere to, this policy and rules and procedures contained herein.

- B. Reasonable Suspicion. Where the Village has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the employee may be required to report for testing. Reasonable suspicion shall be documented. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or drugs. Reasonable suspicion will be based upon the following:
 - i. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances, and a good faith belief that an employee manifests specific articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, involvement in an accident that results in serious damage to equipment or property, disruption of process, or carelessness that results in an injury to the employee or others;
 - ii. Information provided by an identifiable third party which is independently investigated by the Fire Chief or his designee to determine the reliability or validity of the allegation.
- C. Accidents/Injuries. When a member is involved in an on-the-job accident that results in damage to equipment or property or injury, a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the member's appearance and behavior. Drug and alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the member caused the accident or injury or where there is reasonable suspicion that a member's alcohol or drug use may have contributed to the incident.
- D. Performance. When a member is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory member.
- E. Arrest or Indictment. When a member has been arrested or indicted for conduct involving

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alcohol abuse and/or cannabis or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening. The Fire Chief may also or instead of a drug/alcohol screening, make a mandatory referral for an evaluation of the existence of a substance abuse problem. If the certified substance abuse professional or other licensed physician or psychologist acceptable to the Village and to the Union indicates that a treatment program is recommended, that treatment program will be viewed as mandatory in accordance with the existing language in the drug/alcohol policy. If the evaluation indicates a treatment program is not necessary, the treatment program would not be mandatory.

- F. Status of Employee Following Order for Testing. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.
- G. There shall be no across-the-board or random testing of employees except as specifically provided for by Section 9.A of this Article, or as otherwise mutually agreed in writing by the parties.

Section 6. Testing Procedures.

The test procedures outlined in this Section shall conform with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“SAMHSA”) Standards. In the event there is any conflict between the procedures set forth in this Section 6 and the SAMSHA Standards, the SAMSHA Standards shall control.

The Human Resources Manager, in conjunction with the Fire Chief, will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated SAMSHA -certified laboratory.

A. General Procedures.

1. Collection Sites. Collection services will be provided at the Condell Acute Care Center.
2. Chain-of-Custody. In all cases, strict chain-of-custody procedures will be followed:
 - a. Immediately after the specimen is obtained, the client and the doctor or nurse will initial the confidence seal on the urine specimen.
 - b. Both parties will sign the laboratory chain-of-custody form, including the date and time.

c. Labeled specimens will be placed in a locked refrigerator or laboratory container located in the clinic.

The medical staff member will sign and date the facility log.

d. Lab courier will pick up specimens twice per weekday and once per weekend. Courier and medical staff will sign the chain-of-custody form.

e. Specimens will be transported directly to the designated SAMSHA- certified laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.

f. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.

3. Scheduling.

a. Reasonable suspicion and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied by a supervisor, who will present identification. In most cases, the medical facility will be notified by phone of a collection request “on the way.”

b. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.

c. When collection is done at the Emergency Room, the Village will notify the normal testing site on the next business day. At the hospital, the supervisor will present identification and notice that this is a client of the Village’s medical provider.

4. Results. Results will be forwarded by mail to the Human Resources Manager in a confidential envelope. Generally, this means within 24-72 hours of specimen pick-up by the lab. Results will not be released by phone when the call is initiated by someone outside the medical facility or the testing lab. The Human Resources Manager may request that the medical facility release the results by phone or in person only to her. Written results are the property of the Village and will not be released by the medical facility or the laboratory to an employee or applicant without the proper authorization from the Village.

5. Collection Procedure.

- a. Client identity will be verified by driver's license or by the supervisor in the absence of a picture ID. Verification will be done by doctor or nurse.
- b. Drug history/drug disclosure form will be completed by the client, and reviewed by the doctor or nurse.
- c. Consent form will be signed by client and witnessed.
- d. The specimen will be obtained as follows:
 - i. At the Village's medical facility site, the collection will be unwitnessed; the client will be fully unclothed, dressed in a hospital gown, wash his/her hands thoroughly, including under and around the fingernails, and accompanied to the bathroom door. The client will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.
 - ii. At the Emergency Room site, if the specially equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the client to the bathroom and will be physically present when the specimen is produced. Blood alcohol specimens will be obtained by a nurse.
- e. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.
- f. Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle.
- g. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
- h. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
- i. Reasonable Suspicion testing will also include a medical history and physical

exam to gather an understanding of any physical conditions, known or unknown, of a client, as well as to provide a third party observation and assessment of the individual.

j. In connection with its testing program, the Village shall require an appropriate questionnaire to be filled out by any employee being tested to provide information to the Medical Review Officer (MRO). The questionnaire shall request information about food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

6. Laboratory Process. The testing site will utilize a SAMSHA -certified laboratory for all drug/alcohol screening processing. The laboratory will:

a. Use 7 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).

b. Use the EMIT procedure as the initial screen, utilizing cutoff levels as follows:

Marijuana metabolites 100 ng/ml
Cocaine metabolite 300 ng/ml
Benzoylcegonine 300 ng/ml
(Opiate metabolite)
Amphetamines 1000 ng/ml
Phencyclidine 25 ng/ml
Barbiturates 300 ng/ml
Benzodiazepines 300 ng/ml

c. Use Gas Chromatography/Mass Spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels as follows:

Marijuana metabolites 15 ng/ml
(Delta-9-THC Carboxylic)
Cocaine metabolite 150 ng/ml
(Benzoylcegonine)
Opiate metabolites:
Morphine 300 ng/ml
Codeine 300 ng/ml

Amphetamines 500 ng/ml
Amphetamine or
Methamphetamine
Phencyclidine 25 ng/ml
Barbiturates 200 ng/ml
Benzodiazepines 50 ng/ml

d. Freeze and retain all positive specimens for at least twelve (12) months after testing.

e. Use for alcohol (ethyl) a blood alcohol content level of .02 grams per 100 cubic centimeters.

B. Independent Testing. When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense, shall use equivalent testing and chain-of-custody process used by the Village. If such independent test yields a negative test result, the Village will consider those results in its determination of further action.

C. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Human Resources Manager, and such other officials or individuals as may be designated by the Village Administrator on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program and investigation and enforcement of disciplinary action. Test results will be disclosed to the designated representative of the Union upon request. Test results will not be disclosed externally except where the person tested consents, disclosure is permitted by law or the employee or the Union challenges the test results. Any member whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

Section 7. Voluntary Request for Assistance.

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the

employee before the employee commits rule violation(s) connected with drug/alcohol abuse, and/or before the employee is subjected to reasonable suspicion testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the employee may use the Village's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the Village's normal procedures in the operation of its Employee Assistance Program.

Section 8. Specific Responsibilities.

A. The Fire Chief or his/her designee will:

1. Identify those members where a drug/alcohol screen is required and inform the Human Resources Manager of said status.
2. When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking prescribed drugs. However, a drug/alcohol screen is still required.

B. Command level personnel or the Fire Chief shall ensure that members have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.

C. The member subject to a drug/alcohol screen will:

1. Report on a date and time determined by the Department.
2. When requested, furnish documentation relating to the use of any prescribed drugs; i.e., prescription bottle with prescription number, prescribing physician's statement, etc. and/or over the counter-products that may impact any drug and/or alcohol screening.
3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.
5. Have in his/her possession his/her departmental identification card.

- D. Any member who is taking prescription medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall immediately report such fact and the nature of the illness or condition requiring the medication to his/her supervisor. Such information will be treated on a confidential basis. The Chief or his designee may reassign the employee or place the employee on paid sick leave or unpaid leave in accordance with the provisions of this Agreement if the employee has exhausted all paid leave.

Section 9. Disciplinary Action for Confirmed Positive Test Results.

- A. First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a five duty day disciplinary suspension. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the Village's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.
- B. Second Positive – During Treatment. If an employee has a first confirmed positive test under the previous paragraph A and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a 30 shift day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment as set forth in the preceding paragraph, which 30 shift day disciplinary suspension shall be final and binding on the Union and the employee and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.
- C. Second Positive. An employee who has a first confirmed positive test under Paragraph A of this Section 9 and who subsequently has a confirmed positive test shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.

D. Employment Status. There is no requirement on the part of the Village to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician satisfactory to the Village and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

APPENDIX F
2020 SETTLEMENT AGREEMENT

Whereas, the Village of Mundelein (“Village”) and Mundelein Professional Firefighters Association 4786 (“Union”), collectively “the Parties”, are parties to a Labor Agreement, effective May 1, 2017 through April 30, 2020, governing the terms and conditions of employment of the full-time sworn firefighters of the Village;

Whereas, the Union filed a representation petition with the Illinois Labor Relations Board (“Board”) seeking to represent the full-time sworn Lieutenants of the Village;

Whereas, the Board dismissed the petition;

Whereas, the Union still desires to represent the full-time sworn Lieutenants employed by the Village;

Whereas, the Village changed its organizational structure to reduce the number of Lieutenants through attrition from six to four;

Whereas, there are currently four Lieutenants;

Whereas, the Union has requested that the Village increase the number of Lieutenants by two;

Whereas, the Union filed a charge with the Board, ILRB Case No. S-CA-18-086 (“Charge”), claiming, *inter alia*, that the decision to reorganize was in retaliation for the Union’s representation petition;

Whereas, the Village denies those claims;

Whereas, the Board has not completed its investigation of the Charge;

Whereas, the Union filed a grievance (“2018 Grievance”) claiming that the reorganization or impact thereof violated the Labor Agreement;

Whereas, the Village denied the 2018 Grievance;

Whereas, the Union invoked arbitration, and Arbitrator Dilts was mutually selected to hear the 2018 Grievance;

Whereas, after a hearing over the 2018 Grievance, Arbitrator Dilts issued an Opinion and Award sustaining the grievance and awarding the remedy enumerated therein.

Whereas the Union alleges that the Village continued to violate 10:1.55 by not having two officers on duty, and the Union filed a second grievance asserting such claim (“2019 Grievance”);

Whereas, the parties agreed that the 2019 Grievance would be extended to any other future similar circumstances where the Village failed to have two officers on duty:

Whereas, the Village denied that it violated the Labor Agreement in any way;

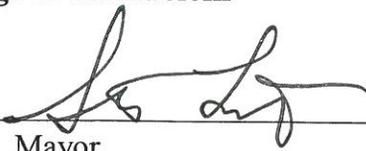
Whereas the Parties desire to amicably resolve these issues, and avoid the costs and delays associated with prolonged litigation.

NOW THEREFORE, the Parties hereby agree as follows:

1. The Parties agree that this Settlement Agreement and the successor Labor Agreement, effective upon execution by both Parties through April 30, 2023, shall be presented to their respective voting bodies for ratification. The Settlement Agreement and successor Labor Agreement shall be executed by both Parties no later than five business days after ratification by both Parties.
2. Upon execution of the Settlement Agreement and successor Labor Agreement by both Parties, and no later than two business days thereafter, the Village shall voluntarily recognize the Union as the exclusive bargaining representative of Lieutenants and increase the number of Lieutenants by two, and the Union shall withdraw the Charge and the 2019 Grievance with prejudice.
3. Thereafter, the Union shall file a Majority Interest Representation/Certification Petition for the purpose of including Lieutenants in the Union’s bargaining unit, and the Village shall notify the Board that it does not object to said Petition.

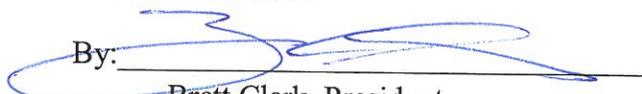
4. Once fully executed, this Settlement Agreement alleviates any current bargaining obligation under the Dilts award and related to the inclusion of the lieutenants in the bargaining unit on the part of either the Union or Village.
5. Each party denies any wrongdoing;
6. This resolution is not intended to modify in any way the Village's or Union's rights or obligations as determined by Arbitrator Dilts, and the Village must comply with the terms of the successor Labor Agreement before making any changes to the staffing of Lieutenants or Firefighters under Policy 10:1.55 dated December 26, 2017.
7. This Settlement Agreement shall be attached to the successor Labor Agreement as Appendix F.
8. Promotions to the position of Shift Commander are not a mandatory subject of bargaining because they have been exempt from testing since before January 1, 2002.
9. This constitutes the entire agreement between the parties concerning the matters raised herein; and
10. Each signatory below represents that he has full authority to enter into this Settlement Agreement and bind his respective party.

Village of Mundelein

By: 
Mayor

Date: 5/12/20

Mundelein Professional Firefighters Association 4786

By: 
Brett Clark, President

Date: 5-6-2020

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APPENDIX G
7(G) WORK ASSIGNMENTS AND PAY RATE

WHEREAS, the Village of Mundelein (“Village”) currently employs both full-time sworn Firefighter/Paramedics and Lieutenants; and

WHEREAS, the Village and the Mundelein Professional Firefighters Association, International Association of Firefighters (“Union”) desire to change and enhance the Village’s inspectional services; and

WHEREAS, the Union represents all full-time Firefighter/Paramedics and Lieutenants in the Village Fire Department; and

WHEREAS, the Village and the Union seek to continue to allow bargaining unit employees to perform certain fire inspection work as Part-Time Fire Inspectors according to the terms discussed herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The parties agree that the Village may offer work in the below listed job (hereafter referred to as “7(g) Work”) to be performed by bargaining unit employees at overtime rates less than the rates established for regular work normally performed by bargaining unit employees as Firefighters/Paramedics, and Lieutenants.

For the purpose of this Agreement, the parties agree that the following jobs qualify as such “7(g) Work:”

- Part-Time Fire Inspector

Bargaining unit employees who are interested in working as a Part-Time Fire Inspector, will be required to submit their application material in accordance with the requirements described in the job posting. All hiring decisions will be made at the discretion of the Fire Chief or his designee.

The Fire Chief (or his designee) will set at his or her discretion the Part-Time Fire Inspector’s work schedule, job duties and performance expectations. All hours worked by bargaining unit employees as a Part-Time Fire Inspector will be outside the employee’s normal duty schedule and paid at the overtime rate set forth herein. If a conflict arises between the employee’s primary duty as a Firefighter/Paramedic or Lieutenant and his or her secondary duty as a Part-Time Fire Inspector (e.g., fire department overtime assignments, etc.), the primary duty shall control. Likewise, the Fire Chief, will have the discretion to decide if and/or when to terminate the bargaining unit employee’s role as a Part-Time Fire Inspector.

The straight time hourly rate for Part-Time Fire Inspector work is \$24.00, and bargaining unit employees who are selected for the position shall be paid an overtime rate of \$36.00 for all hours worked in their secondary duty as Part-Time Fire Inspectors.

Prior to the performance of the 7(g) Work described in Appendix G, each employee is required to sign a copy of the 7(g) Agreement that is attached hereto as Exhibit A. If an employee does not sign the 7(g) Agreement, the employee will not be allowed to work as a Part-Time Fire Inspector.

Nothing in this agreement shall be deemed a guarantee of 7(g) Work for bargaining unit personnel, or otherwise require the Village to offer 7(g) Work to any bargaining unit employee.

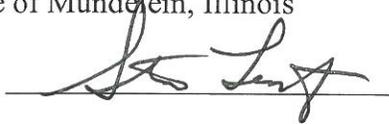
Either the Union or the Village may at any time propose additional jobs as 7(g) Work assignments so long as the Union and Village mutually agree to add said additional jobs and the work assignment consists of work conforming to the criteria described in Section 7(g) of the FLSA, 29 USC § 207(g). All terms and conditions concerning 7(G) assignments shall be applicable to any such additional jobs.

The duration of this Appendix shall be governed by the duration clause set forth in the collective bargaining agreement between the Village and the Union.

AGREED:

Village of Mundelein, Illinois

By: _____

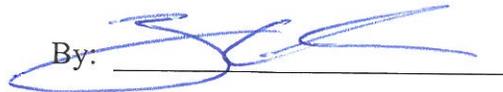


Date: _____

5/12/20

IAFF Local 4786

By: _____



Date: _____

5-6-2020

EXHIBIT A
FLSA 7(G)(2) AGREEMENT – FIRE INSPECTOR WORK

This Agreement is made pursuant to the statutory provisions of Section 7(G)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(G)(2), between the Village of Mundelein (“Employer”), and _____ (“Employee”), as permitted by Appendix G of the Collective Bargaining Agreement (“CBA”) between the Employer and the Mundelein Firefighters Local 4876, International Association of Firefighters (“Union”).

In consideration of the mutual covenants, undertakings and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by the Employer in the position of Firefighter/Paramedic or Lieutenant, and in that position, Employee is paid at a regular and bona fide rate pursuant to Article XIV of the CBA. The parties agree that any overtime hours spent by Employee in performing the duties of the Firefighter/Paramedic or Lieutenant position, which shall be considered the Employee’s primary duties, will be paid at one and a half times the rate referenced in Article XIV of the CBA.
2. At times, Employee may also perform special overtime assignments for the Employer as a Part-Time Fire Inspector. Work performed as a Part-Time Fire Inspector shall be considered the employee’s secondary duties. Pursuant to Appendix G of the CBA, the parties agree that the straight time rate for secondary work as a Part-Time Fire Inspector shall be \$24.00 per hour. However, the parties agree that all hours worked pursuant to any 7(G) assignment and this Agreement are outside the employee’s normal duty schedule and shall be paid at the overtime rate of \$36.00 per hour.

Agreed:

Employer: _____ (Print) _____ (Signature)

Title: _____ Date: _____

Employee: _____ (Print) _____ (Signature)

Rank: _____ Date: _____

Acknowledged by:

Union: _____ (Print) _____ (Signature)

Title: _____ Date: _____

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