

AN AGREEMENT BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION
LOCAL 3177, IAFF, AFL-CIO, CLC
MAY 1, 2023 THROUGH APRIL 30, 2025

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AGREEMENT

This Agreement is made and entered into by and between the Village of Buffalo Grove, Illinois (hereinafter referred to as the “Village”), and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, of the International Association of Fire Fighters, AFL-CIO, CLC, (hereinafter referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire Agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances, as provided herein.

The Union agrees that its membership is committed to excellence in carrying out the duties and mission of the fire department and the Union executive board agrees it has a duty to address substandard performance among its members.

Now, therefore, the parties agree as follows:

ARTICLE I

Section 1.1 Recognition.

The Village recognizes the Union as the sole and exclusive bargaining representative for all full time Firefighter/Paramedics and Lieutenants employed by the Village of Buffalo in the classifications or ranks of Firefighter/Paramedics and Lieutenants, but excluding Deputy Fire Chiefs, Battalion Chiefs, managerial, all part time or temporary employees, all civilian employees, and all other employees of the Department and the Village.

Section 1.2 Fair Representation.

The Union recognizes its responsibility as bargaining agent, and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability, (monetary or otherwise). In addition, the Union shall be responsible for paying all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation, although indemnification shall not be extended due to errors that are solely the fault of the Village.

Section 1.3 Non-Discrimination.

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, Union membership or non-membership or political affiliation. Any formal dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 1.4 Gender.

In this Agreement, all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

ARTICLE II

Section 2.1 Use of Bulletin Board.

The Village will allow the Union to place a bulletin board in the bunk rooms of each fire station for the posting of official Union notices of a non-partisan, non-derogatory nature. The Union will limit the posting of Union notices to such bulletin boards.

ARTICLE III

Section 3.1 Management Rights.

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees to make and implement decisions with respect to the operation and the management of its operations, in all respects, including all rights and authority possessed or exercised by the Village prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment, and

to employ personnel; to schedule and assign work; to establish work and productivity standards and, from time to time, to change these standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether the services to be provided by employees covered by this Agreement, or by other employees, or non-employees not covered by this Agreement; to determine whether services may be contracted or sub-contracted out; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to the grievance and arbitration procedure); to enforce and alter those provisions covered under the Village of Buffalo Grove Personnel Rules, to enforce and alter the Buffalo Grove Fire Department Standard Operating Procedures Manual and Fire Department Rules and Regulations; to evaluate employees; to discipline, suspend, and discharge employees for just cause (probationary employees for any reason with or without cause) in accordance with the Fire Department rules and policies, the Board of Fire and Police Commission rules and regulations, and the Illinois Board of Fire and Police Commissioners Act; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed, written provisions of this Agreement.

Section 3.2 Contracting Out.

No employee shall be laid off as the direct result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. If subcontracting is a factor in the decision not to hire additional Village employees as firefighter/paramedics, the Village will give the Union at least ninety (90) days advance notice of the effective date of the decision. The Village will discuss the issue with the Union.

Additionally, current staffing levels of employees covered by this Agreement will not be subject to subcontracting decisions by the Village. Only additional staffing needs above the current staffing levels may be considered by the Village and Department from time to time will be subject to subcontracting.

Section 3.3 Precedence of Agreement.

If there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or law or a written rule, regulation, directive, policy, or procedure which may be in effect from time to time, the specific provision(s) of this Agreement for its duration, shall take precedence except as prohibited by law.

ARTICLE IV

Section 4.1 Safety Committee.

The Village and the Union recognize the importance of maintaining a Fire Department Safety Committee to address safety issues within the Department and to promote the safety, welfare and physical wellbeing of all Fire Department personnel.

The Safety Committee shall be comprised of up to five (5) members, at least four (4) of which will be represented by Local 3177, and one (1) Battalion Chief (Safety Officer). The Fire Department Safety Officer shall serve as Chairman. At least one member shall be appointed by the Union.

Section 4.2 Standard Operating Procedures Committee.

The SOP Committee has the responsibility to make any recommendations to the Fire Chief for changes in the SOP manual as necessary, but only in the form of recommendations which may or may not be accepted by the Fire Chief. The purpose of this Committee will be to complete the review of the SOP manual and divide it into "Standard Operating Procedures" (SOPs).

The Committee will remain idle until such time the Fire Chief deems it necessary to review a particular SOP. At no time will the SOP Committee be charged with the review or consideration of SOPs that involve mandatory subjects of bargaining. Those items will be addressed through the Labor Management Committee as established in Section 4.3 of this Agreement, or through the normal negotiation process at the end of any Agreement.

Section 4.3 Labor-Management Committee.

The Village and Union recognize the need to communicate on a regular basis throughout the term of this Agreement. In order to facilitate an open and candid exchange of information, a Labor-Management Committee will be the forum for these communications. The purpose of the Committee is to establish a regular pattern of meetings to discuss issues of mutual concern.

The Labor-Management Committee may be comprised of the following:

For the Village -- Fire Chief, Deputy Chief(s), Battalion Chiefs, EMS Educator/Coordinator, Fire Department Management Analyst, Village Manager, Director of Human Resources, and Director of Finance.

For the Union -- Union President, Vice-President, Secretary, three (3) Shift Stewards and Lieutenant representative.

The Committee shall meet at least four (4) times in a calendar year unless the parties mutually agree to meet more or less. If any Labor-Management Committee meeting is scheduled during work hours of an employee, such employee(s) shall be released from duty to attend such meeting without loss of pay.

The Labor-Management Committee process shall include the opportunity for the Union President, Fire Chief or Village Manager to schedule a meeting, the purpose of which will be to discuss issues affecting members of the bargaining unit with members of Village and Department senior staff. This meeting is to be facilitated by the Village Manager and Director of Human Resources.

Section 4.4 Promulgation of New or Revised Rules.

The Fire Department agrees to notify the Union in advance of promulgating or implementing any new or revised rules and regulations or Board of Police and Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Relations Act. Such notice shall be afforded sufficiently in advance of the purpose and effective date of the proposed change (and at least ten (10) calendar days) to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

Section 4.5 Wellness/Fitness Program.

The Village and Union agree that both parties will support a proactive mandatory wellness/physical fitness program. Both parties agree that the program is to improve the quality of life of all personnel. This program will be administered in accordance with SOP 102.02 Member Health and Safety – Physical Fitness Program.

Section 4.6 Return to Work After Illness/Injury.

All employees returning to work after injury or illness situations, whether they are duty or non-duty related, may be required to have a release from the employee's health care provider to ensure that the employee may perform the essential functions of their position either with or without a reasonable accommodation when medically necessary. The Village will provide information on fitness standards to the employee, who will then provide this information and documentation to the employee's doctor/health care provider and/or physical therapist or provider to aid in any injury or illness recovery efforts.

The Department may require the employee to obtain a release from a doctor/health care provider selected and fully compensated by the Village prior to returning to work to ensure that the employee is fit for duty. The Department's selected doctor will review the employee's overall health as it relates to the job description, essential job duties and any

other job related criteria which are considered to be the essential functions of the job in order to determine whether an individual is physically and mentally able to perform essential job duties without undue risk or harm to themselves or others (with or without reasonable accommodation(s) when medically necessary). The doctor may use the data collected from the individual's fitness history as a measure in making this determination when deemed medically relevant and helpful. In addition, and based on BGFD SOP 101.36, employees may be required to perform essential job functions specifically related to the injury prior to returning to full duty as prescribed by the doctor.

If the employee is not cleared to return to work by the Village's doctor, a third doctor will be selected by the Village's and employee's doctor(s) in an expeditious manner with the assistance of the Village's Human Resource Director. The employee will then be sent to the third doctor. The third doctor will then determine if the employee is cleared to return to work. The cost of the third doctor will be equally divided by the Village and the employee. An employee not cleared to return to work may apply for sick leave or any other leave of absence as provided by this Agreement and/or for disability pension to the extent provided by State statutes.

Employees who are off work for a non-OJI and are required to see the Village's doctor prior to returning to work will be compensated at the rate of two (2) hours of straight pay in lieu of two (2) hours of sick pay and will require verification by the doctor's office. Under no circumstances shall overtime, premium, or additional straight pay be paid in this situation.

Employees who are actual or perceived to be physically and/or mentally unfit for duty shall be evaluated by an appropriate medical/mental health doctor(s) of the Village's choosing. If a medical/mental health doctor determines an employee is physically and/or mentally unfit, the Village retains the right to remove them from active duty. In the event that a medical/mental health doctor of the Village's choosing determines that an employee is physically and/or mentally unfit for duty, the employee may request a second opinion. The second opinion will be paid for by the employee and chosen by the employee and must be a medical/mental health doctor specializing in the field related to the unfit determination and must be part of the Village's doctor health insurance network. If the first and second opinion conflict a third medical/mental health doctor may be selected as in the standard above for injuries or illness and the opinion of the third medical/mental health doctor shall prevail. The expenses incurred for the third medical/mental health doctor will be equally split between the employee and the Village. The Village retains the right to remove from active duty any employee who has been determined to be unfit for duty by a medical/mental health doctor via a fitness for duty evaluation. Following all procedures contained in the Standard Operating Procedures of the department.

Section 4.7 Drug and Alcohol Testing Policy.

A. Policy Statement

Employees are a most valued part of the Village of Buffalo Grove Fire Department (the “Employer” or “Department”). Their health and safety are serious Employer concerns. Use or misuse of Prohibited Drugs (as defined below) and/or alcohol misuse present unacceptable risks to the health, welfare and safety of our employees and the public generally. It is, therefore, the policy of the Employer, and the Union agrees, that all employees of the Department must be free of the effects of Prohibited Drugs and alcohol while On Duty and on Department Premises.

The adverse impact of prohibited drug abuse at work has been recognized by the federal government and many states. The employer may utilize the regulations issued by the federal government as its standard and is committed to maintaining a drug-free workplace. Where applicable, Illinois state laws which differ will supersede this general policy and will be followed for employees in this state. All employees are advised that remaining drug-free are conditions of continued employment or service with the employer.

B. Prohibitions:

It is the policy of the Employer that employees are strictly prohibited from:

1. Using, selling, purchasing, transferring, delivering, consuming, possessing or presence in one’s system (at levels determined by the DOT guidelines) of any prohibited drug(s) or alcohol while On Duty or on Department Premises.
2. Use of any controlled substance or prohibited drug(s) at any time, except as prescribed by a doctor in accordance with the prescription;
3. Having a blood alcohol concentration (BAC) breath test result that equals or exceeds DOT standards (0.02%) while on duty;
4. Consuming alcohol within four (4) hours prior to reporting to On Duty status;
5. Consuming or possessing alcohol while On Duty or on Department Premises (except if stored in employee’s personal vehicle in closed a container for use during off duty time);
6. Consuming alcohol within the eight (8) hour period immediately following an accident (or until laboratory testing process is completed as set forth below in this policy, if later);

7. Impaired behavior or inability to perform duties due to the use of Prohibited Drugs or alcohol;
8. Refusing to submit to, cooperate with, sign relevant consent/testing forms (unless incapacitated) and/or unreasonable delay in submitting to a test when requested pursuant to this policy.

C. Definitions:

For purpose of this Policy:

1. The phrase “**On Duty**” includes times the employee is scheduled to be working, on Department premises, while engaged in Department business, while operating Department equipment and/or vehicles (including leased vehicles).
2. The phrase “**Prohibited Drug**” is defined as any drug or controlled substance that is unlawful under either federal or state law (including unlawful use of a prescriptive medication contrary to directives on prescription).
3. The phrase “**Reasonable Suspicion**” means a good faith belief that an employee is under the influence of alcohol (or impaired by) Prohibited Drugs, legal drug use, or any combination thereof based on objective information, facts or phenomena such as:
 - a. Direct observation of use or possession and/or physical symptoms of impairment resulting from using or being under the influence of Prohibited Drugs or alcohol or misuse of legal drugs;
 - b. The employee manifests objective, articulable symptoms while on duty that cause management to believe that employee may have decreased or lessened ability to perform the duties or tasks of the employee's job position, including symptoms such as: abnormal or changed speech; changes or abnormal physical dexterity, agility, coordination or demeanor; irrational, erratic or unusual behavior; abnormal or unusual change of employee’s appearance, conduct, behavior or body odors; employee’s negligence or carelessness in operating equipment or machinery; disregard for the safety of members of the public or other employees while on duty; and/or damage to Village or department property or equipment.
4. “**DOT regulations**” means: Title 49 of the Code of Federal Regulations.

D. **Order to Submit to Drug and/or Alcohol Testing:** May be issued under the following circumstances:

1. **Reasonable Suspicion Testing:** Two ranked Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief) have Reasonable Suspicion (as defined above) that an employee is in violation of this policy or impaired by or under the influence of prohibited drug(s) and/or alcohol. One Battalion Chief/Acting Battalion Chief and one Acting Lieutenant shall be used to establish reasonable suspicion if two ranked officers are not immediately available.
2. **Corroborating Information Report:** Information is provided by an identifiable third party that an employee may be in violation of this policy, impaired by or under the influence of prohibited drug(s) or alcohol which information is corroborated by two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief). One Acting Lieutenant may be used if two ranked officers are not immediately available.
3. **Accident:** Following an on-the-job accident as defined by federal DOT regulations.
4. **Injury:** when an employee is injured in a manner outside of a vehicle accident, as defined by DOT, and reasonable suspicion exists as defined by this section, unless the injury is serious enough where testing is required by another agency (IDOL, OSHA, etc.)
5. **Post-Violation Agreement:** As deemed appropriate by management for up to five (5) years after the incident that involves a policy violation pursuant to a written agreement if the Chief (or designee) concludes that dismissal is not necessary to resolve the problem and remedy the violation.

E. **Testing Procedures.**

1. All drug and alcohol testing procedures, which include specimen collection, chain-of-custody, and lab quality control, shall be in compliance with federal DOT regulations (as defined earlier). The laboratory used to conduct the testing must employ trained medical personnel and be licensed by the State of Illinois to perform such testing.
2. The testing facility may require legal written consent and a State-issued photo identification card at the time the employee submits to be tested. A list of NIDA certified laboratories that may be used is appended hereto. The following Prohibited Drugs will be tested for: Amphetamines, Cocaine,

Marijuana, Opiate Metabolites, Phencyclidine (PCP). Alcohol will also be tested for.

3. Forms used to document the testing process will be determined by the laboratory conducting the test and additional documents referenced in Appendix A prepared by the Employer for this purpose.
4. Positive test results shall mean a positive result on both an initial screening test and a confirming retest of the same sample. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken by the employer based on the test results.
5. A positive confirming test result is one where the specimen tested contained alcohol, Prohibited Drugs, or drug metabolite concentrations at or above the concentrations specified in the DOT regulations (as defined earlier).
6. Results reporting procedures will be done in accordance with the Department of Transportation guidelines.
7. All results of drug tests are reviewed by a Medical Review Officer. When a test is confirmed positive, the Medical Review Officer conducts a confidential interview with the employee to determine if there is a legitimate medical explanation for the positive test. If the employee can give a legitimate medical explanation for the positive test result (with supporting documentation upon request of the MRO, the Medical Review Officer will report the verified test result as negative. If the employee cannot give the Medical Review Officer a legitimate medical explanation (and/or supporting documentation), a verified positive test result will be reported as positive. Results then are reported confidentially to the Fire Chief or his designee.
8. Random drug testing of employees will not be conducted except if agreed upon by the Parties pursuant to an optional reinstatement agreement. There is nothing in this Section 8 that requires either Party to agree to any reinstatement agreement.

F. Miscellaneous procedures/policy terms:

1. **Employer Contact.** All questions or concerns should be directed to the Fire Chief at (847) 537-0995 or immediate supervisor. Employees may also direct questions or requests for reasonable accommodation to the Village's Human Resources Department.
2. All employees subject to this policy are expected to refrain from consuming alcohol in any amount (a) while on duty, (b) while performing work activities or department business, (c) during the four (4) hour period prior to reporting On Duty, (c) during the eight (8) hour period after an accident

or test request is made to the employee by management (or until tested is completed if later).

3. Any employee who is experiencing difficulty with alcohol or Prohibited Drugs (or misuse or abuse of lawful drugs) is encouraged to seek assistance through the Village's Employee Assistance Program (EAP). An employee's after the fact request for assistance will not excuse a policy violation.
4. The Employer will notify and cooperate with law enforcement agencies in the investigation of any employee suspected of the possession of, sale of, purchase of, delivery of or use of Prohibited Drugs on Department premises (or vehicles).
5. Employees covered by the collective bargaining agreement are entitled to union representation. If representation is requested by the employee, a union representative will meet the employee at the collection site, provided the representative is available and that securing such representative does not impede or unreasonably delay the testing process.
6. Forms used by the Village when testing is required are located in Appendix A.
7. Any employee who tests positive may be subject to discipline. Any employee who refuses to comply with a proper request to submit to testing or who fails to cooperate in the test process will be subject to the same discipline as a positive drug/alcohol test result.
8. These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each employee. Appropriate efforts will be made to maintain the dignity of employees involved. Disciplinary action will, however, be taken as deemed necessary by the Chief (or designee) to remedy the policy violation.

Consequences of Policy Violation:

A violation of this policy constitutes just cause for disciplinary action, including discharge if deemed appropriate by the Chief (or designee) based on the circumstances involved and the employee's overall work record.

Section 4.8 Performance Evaluation Plan.

The Village and Union recognize that the Performance Evaluation Plan is a vehicle intended to measure and evaluate on-the-job performance.

The employee's annual performance evaluation shall be completed by the employee's current supervisor and discussed with the employee prior to the end of the year.

If an employee has a disagreement with his/her evaluation, the first step of review will be at the level of the employee's immediate supervisor. If the immediate supervisor cannot resolve the disagreement, the next step will be to have the employee's Battalion Chief review the evaluation. If at this step the employee's disagreement is not resolved, the employee may then appeal to the Fire Chief in conjunction with the Director of Human Resources. If the employee's disagreement is not resolved at this level, the employee may then meet with the Village Manager as a final step of appeal. The findings of the Village Manager will be deemed the final resolution and his findings may not be grieved. All final resolutions, no matter at what level, will be in writing.

For the first and second step of this process, the time frame allotment will be fifteen (15) days for the appropriate level or response. For the remaining steps the time frame will be twenty (20) days for the appropriate response. Days are counted as business days, Monday – Friday.

All goals and objectives given by a supervisor will be realistic, attainable and discussed with the employee. Goals that are mandated by the department will be supported or funded by the department.

Section 4.9 Secondary Employment.

Employees and the Department shall follow the BGFDP SOP 101.21 Hours and Duration.

ARTICLE V

Section 5.1 No Smoking.

Employees covered under this Agreement shall restrict their tobacco use in accordance with state law.

Section 5.2 Residency.

There will be no residency requirements for employees covered under this Agreement.

ARTICLE VI

Section 6.1 Salaries.

The Village agrees to place the maximum base pay for Lieutenant/Paramedic and Firefighter/Paramedic at the nearest step one-half percent (1/2%) above the third (3rd) highest agreed upon comparable community, prior to the Village position being included.

For purposes of determining the salaries of job titles within the bargaining unit, for the duration of this Agreement longevity pay at 15 years and stipends shall be added to the “base” salaries of all comparable, as well as those of the Village.

Only the following stipends will be applied in the formula:

1. Firefighter/Paramedic: Firefighter III or Advanced Firefighter, Fire Apparatus Engineer, Shift Reduction and Paramedic
2. Lieutenant: Paramedic, Shift Reduction and Fire Officer I

Collectively, these components shall determine the base salary for each comparable community. For the purpose of determining the general wage increase of comparable communities who have not yet resolved their annual wages by the date of the Buffalo Grove wage reopener, the average of the actual general wage increase and above referenced stipends granted by comparable communities shall be calculated and applied for that time frame.

Salary Schedule – May 1, 2023 to April 30, 2024

Effective: May 1, 2023

- A. Firefighter/Paramedic (2.02% Increase):
 1. The minimum and entrance salary at Step 288 as delineated in the Village of Buffalo Grove’s Municipal Classification and Pay Plan, or \$71,986.72; and,
 2. The maximum salary, exclusive of overtime pay shall be at Step 386 or \$117,361.92.
- B. Fire Lieutenant/Paramedic (2.52% Increase):
 1. The minimum and entrance salary at Step 397 as delineated in the Village of Buffalo Grove’s Municipal Classification and Pay Plan, or \$123,980.48; and,
 2. The maximum salary exclusive of overtime pay shall be at Step 418 or \$137,668.96.
- C. Fire Lieutenant/Non-Paramedic (2.52% Increase):

1. The minimum and entrance salary at Step 393 as delineated in the Village of Buffalo Grove’s Municipal Classification and Pay Plan, or \$121,530.24; and,
2. The maximum salary exclusive of overtime pay shall be at Step 414 or \$134,950.04.

Step Plan Illustration – Firefighter/Paramedic –Effective: May 1, 2023

Starting pay:	\$71,986.72 (Step 288)
Pay after first complete year of employment:	\$77,192.96(Step 302)
Pay after second complete year of employment:	\$82,775.68(Step 316)
Pay after third complete year of employment:	\$88,759.84 (Step 330)
Pay after fourth complete year of employment:	\$95,180.80 (Step 344)
Pay after fifth complete year of employment:	\$102,063.52 (Step 358)
Pay after sixth complete year of employment:	\$109,445.44 (Step 372)
Pay after seven or more complete years of employment:	\$117,361.92 (Step 386)

Fire Lieutenant/Paramedic – Effective: May 1, 2023

Starting pay (newly promoted):	\$123,980.48 (Step 397)
Pay after first complete year of employment:	\$130,971.36 (Step 408)
Pay after two or more complete years of employment:	\$137,668.96 (Step 418)

Fire Lieutenant/Non-Paramedic – Effective: May 1, 2023

Starting pay (newly promoted):	\$121,530.24 (Step 393)
Pay after first complete year of employment:	\$128,385.92 (Step 404)
Pay after two or more complete years of employment:	\$134,950.40 (Step 414)

Section 6.2 Wage and Benefit Reopener

Unless explicitly provided elsewhere in this Agreement, no other changes modifications shall be made to this Agreement except that each party has the option to reopen the Agreement as follows:

- A. In the month of March of the second year of this Agreement (2024), either party may reopen Article VI, Section 6.1 – Salaries and Section 6.8 – Health Benefits and each party may discuss one additional issue to negotiate.
- B. The parties agree that nothing herein prohibits the opening of negotiations in 2025 for a successor Agreement prior to the expiration of this Agreement on April 30, 2025.

Section 6.3 Overtime.

- A. Overtime hours shall be non-scheduled hours worked in excess of the work week when worked at the specific direction or with the approval of the immediate supervisor and shall be paid at one and one-half times the employee's regular straight time hourly rate of pay. An employee's regular straight time hourly rate of pay for overtime pay purposes shall be computed as follows: the employee's annual salary shall be divided by 2631.84 to determine the employee's regular straight time hourly rate of pay.
- B. Overtime shall start seven (7) minutes past the normal shift when an employee is held over because of a call or when another employee reports late for work. In cases when an employee is held over because of a call after 0822 hours, employees will be paid one hour minimum overtime for the first hour. In all other instances, overtime will be paid in quarter hour increments based on the seven (7) minute windows, as demonstrated in the example below.

Time		Hours of OT
08:00	08:07	0
08:08	08:22	0.25
08:23	09:07	1
09:08	09:22	1.25
09:23	09:37	1.5
09:38	09:52	1.75
09:53	10:07	2
10:08	10:22	2.25
10:23	10:37	2.5
10:38	10:52	2.75
10:53	11:07	3

- C. Callbacks or forcebacks taking place on any Village recognized holiday on the list indicated in Section 7.2 (not observed) will be paid at two (2) times the employees regular straight-time hourly rate of pay.
- D. Employees shall be paid one and one-half the employee's regular straight time hourly rate of pay for regularly scheduled hours of work which are actually worked in excess of two hundred twelve (212) hours in the employee's normal 28 day work cycle (or in excess of the applicable hours ceiling under the Fair Labor Standards Act should the Village designate different FLSA employee work cycles in accordance with the Fair Labor Standards Act.)
- E. Overtime shall also be paid for clinical time required to maintain EMT-P status.
- F. Overtime shall be distributed according to SOP 101.25.

Section 6.4 Training Overtime.

Employees shall be paid at one and one-half times the employee's regular straight time hourly rate of pay for attending department sponsored school training in compliance with BGFDP SOP 700.02 and in the same manner outlined in Section 6.3 Overtime.

Personnel will be paid time-and-one-half for taking required OSFM exams under the following conditions:

1. Personnel must sign up for the exam within thirty (30) days of the completion of the course, provided the State exam is not given as part of the class;
2. Personnel must take the exam within ninety (90) days of the completion of the course;
3. Personnel will be paid for the maximum amount of time allotted by the State for completion of the exam, regardless of the actual time it takes the employee to complete the exam;
4. Payment will only be provided upon proof of passing the exam;
5. Payment will also only be provided for taking the exam once, regardless of the amount of times required to successfully pass;
6. If personnel do not meet the above listed parameters, no pay will be given for the exam.

Section 6.5 Longevity.

Employees shall be eligible for longevity pay beginning with the fifth anniversary of their original employment date. Longevity awards will be presented on the employee's anniversary date according to the following schedule and are subject to deductions:

Years of Service	Award
5 through 9	\$400
10 through 14	\$600
15 through 19	\$800
20 or more	\$1,000

Section 6.6 Temporary Assignment to Higher Level Position.

When an employee, at the direction of the Village, is assigned to perform the duties of the position of Acting Lieutenant or Acting Shift Commander that employee will be compensated at a rate equal to the step which provides a five percent (5%) or ten (10) step

increase above the top pay of their current rank using the Village of Buffalo Grove Salary Administration Plan.

In situations where Firefighter/Paramedics are assigned to fill in for a Lieutenant who is performing other duties in the Village, they will be paid Acting Lieutenant pay after a minimum of three (3) consecutive hours worked in the capacity of Acting Lieutenant in any twenty-four (24) hour period. This Section shall not apply to callbacks or Special Duty assignments.

Section 6.7 Call Backs.

All General call backs shall be paid at time and one half and for a minimum of one (1) hour.

Section 6.8 Health, Dental and Vision Benefits.

The Village shall grant employees covered by this Agreement, except as specifically and expressly limited by this Agreement, all benefits and provisions including but not limited to the following: life, health, dental and vision insurance, vacation leave, special leave and uniform provisions as granted under the Buffalo Grove Personnel Rules as set forth on June 1, 1984; and changed thereafter.

BENEFITS:

Employees covered under the Agreement shall receive the same health, dental and vision benefits granted to the Village's non-union employees, including, but not limited to plan design and premium contribution.

1. All employees who elect Health Insurance coverage will pay a premium contribution equal to fifteen percent (15%) of the premium for that class of coverage.
2. There will not be any financial contribution for participation in the dental or vision component of the health insurance program.
3. The Village may make reasonable changes to the structure of the plans without the approval of the bargaining unit. Including, but not limited to the replacement of the HMO with an EPO or PPO.

All employee premium contributions will automatically be taken out of an employee's check on a pre-tax basis via Section 125 of the Internal Revenue Code. This means that employees will not pay taxes on the premium contributions.

Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and major medical benefits or change such benefits under a different program or with a different insurance company (including self-insurance), provided the basic level of coverage and benefits are substantially similar. The Village will notify the employees, in writing, of any changes in the basic level of coverage and/or benefits.

The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition of week end admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Dental Insurance. Employees may elect to participate in any dental insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such dental insurance for both employee and dependent coverage.

Vision Insurance. Employees may elect to participate in any vision insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such vision insurance for both employee and dependent coverage.

Life Insurance. Each employee shall receive a group life insurance policy in an amount equal to the employee's annual salary.

Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in 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 not be subject to the grievance procedure set forth in this Agreement.

Section 6.9 Health, Dental and Vision Benefit Reopener.

The parties agree to meet according to Article VI, Section 6.2 – Wage and Benefit Reopener to discuss and establish the employee's share of the premium for employee and dependent health care, dental and vision coverage. Any impasse in negotiations on these

issues shall be subject to Interest Arbitration under Section 14 of the Illinois Public Labor Relations Act.

Section 6.10 Special Duty Pay.

An off duty employee who works special duty – defined as a duty in which the Village is reimbursed will be compensated at one and one half the rate of pay for hours based on a forty (40) hour work week.

Section 6.11 Attendance at Grievance Meetings.

Every effort shall be made to hold grievance meetings and/or arbitration hearings on shift. However, if any grievance meeting or arbitration hearings are required to be scheduled during the working hours of any grievant, only the grievant shall be released from duty to attend such meetings or arbitration hearings, without loss of pay.

ARTICLE VII

Section 7.1 Definitions

For the purpose of this contract and BGFDP SOP 101.23, the following definitions will be used:

“Swap” is a situation when the on-duty employee verbally requests coverage by another employee arriving for duty. The swap is based on a verbal agreement between the two employees, with the agreement of the station officer. In this situation, no documentation is required, but the employee currently on duty may not leave the station earlier than 0800 hours.

“Duty trade” is a situation when the employee currently on duty requests coverage by another employee arriving for duty. When effected, the station officer must be notified and approval must be given verbally by the shift commander and documented. Once these conditions have been met, the employee requesting the duty trade is considered “off-duty” and may leave the station. It shall be an acceptable practice for any union member with acting lieutenant status to duty trade with a union officer as long as two lieutenants are on duty during the same shift.

Section 7.2 Holidays.

Employees shall receive three (3) floating holidays per calendar year, said days to be scheduled with the specific prior approval of the Fire Chief or his designee.

Employees working on any Village recognized holiday listed herein will be paid an additional twelve (12) hours of straight time at their current rate of pay. Employees may duty trade or utilize paid time off for up to four (4) consecutive hours during this shift and still receive holiday pay. However, the pay will be pro-rated based upon the following formula.

$$\frac{\text{Total Hours Worked During Holiday}}{24} \times 12$$

Recognized holidays:

- a. New Year's Day (January 1)
- b. Martin Luther King's Day (official recognized)
- c. President's Day (official recognized)
- d. Memorial Day (official recognized)
- e. Independence Day (July 4)
- f. Labor Day (official recognized)
- g. Thanksgiving Day (official recognized)
- h. Day after Thanksgiving Day (official recognized)
- i. Christmas Eve (December 24)
- j. Christmas Day (December 25)

Employees may conduct duty trades on any Village recognized holiday listed herein and still receive holiday pay for village recognized holidays.

Section 7.3 Kelly Days.

Employees shall receive twelve (12) shift days off per calendar year. These work reduction days, or Kelly Days, will be assigned to employees by the Fire Chief in order to facilitate the provisions of the Fair Labor Standards Act.

Reduction of Kelly Days may occur as a result of sick leave, injury leave or any other long term leave. After each ten (10) consecutive duty day period, one (1) Kelly Day will be reduced from the employee's accrual. For the purpose of calculating the reduction, the use of employees' personal time off during the duration of the leave will not be counted as part of the Kelly Day reduction process.

Kelly Day accrual for employees during their first and last year of employment will be prorated based on actual full months worked during that calendar year based on the twelve (12) day calculation.

Section 7.4 Sick Leave.

Abuse of sick leave is a serious matter. The Union shall join the Village in making a serious effort to monitor and correct the abuse of sick leave wherever and whenever it

may occur. Examples of abuse may include, but are not limited to; calling in sick prior to or immediately after a scheduled day off (SDO), use of sick time for reasons other than for its intent, excessive individual sick days in the course of a year, etc.

Employees covered by this Agreement shall be allowed sick leave on the basis of the following:

- a. Employees assigned to shift duty shall earn six (6) twenty four (24) hour shifts of sick leave with pay credit annually. This is equivalent to eighty (80) hours annually.
- b. Employees assigned to shift duty shall accrue sick leave according to the following schedule:

after two (2) months of service	two (2) shift
after four (4) months of service	three (3) shifts
after six (6) months of service	four (4) shifts
after nine (9) months of service	five (5) shifts
after twelve (12) months of service	six (6) shifts
- c. Employees may use overtime to purchase sick time hours in lieu of pay or compensatory time compensation. Sick time hours purchased will be at the time and one half rate identical to the accrual of compensatory time, (e.g. working four (4) hours of overtime has a value of six (6) hours of sick time purchased). Time purchased cannot exceed the maximum allowable accrued hours contained within the provisions of this document.
- d. Sick leave shall be credited in advance to the employee at the beginning of each calendar year, effective with the second calendar year of employment.
- e. Sick leave shall not be accrued while on leave of absence without pay.

Section 7.5 When Taken.

Sick leave with pay will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease, exposure to contagious disease, to care for an ill or injured member of the employee's immediate family, or to keep a doctor's or dentist's appointment. Sick leave shall not be granted in cases where regular or disability retirement has been approved, or for absence due to injuries resulting from employment in a position other than that held in the municipal service. Employees injured in the course of other employment shall be eligible for leave of absence without pay.

For the purposes of this Agreement, immediate family members shall include, husband, wife, domestic partner as recognized in a legal civil union, son, son-in-law, daughter, daughter-in-law, foster child, mother, mother-in-law, step mother, father, father-in-law, step father, brother, brother-in-law, sister, sister-in-law, step children and grandparents of the employee or his/her spouse.

When an employee finds it necessary to be absent for any of the reasons specified herein, he shall report the facts to an on-duty supervisor. An employee is required to give such notification one (1) hour in advance of his scheduled starting time. An employee is responsible for making a daily report (based on duty day) thereafter for the duration of the illness or injury. A medical certificate dated to the day the sick leave was taken may be required by the department head for any absence. Failure to comply with the provisions of this Section shall result in denial of sick leave. Three (3) consecutive duty days of absence without notice may result in dismissal after a complete investigation of the facts surrounding the absence.

Section 7.6 Accrual.

Employees assigned to shift duty may accumulate sick leave credit to a maximum of one hundred thirty (130) twenty four (24) hour shifts. This is equivalent to three thousand one hundred-twenty (3120) hours.

Section 7.7 Accrued Sick Leave.

Retiring employees are eligible to establish an employer sponsored Retiree Health Savings (RHS) Plan. Upon retirement, sick time based on the twenty four (24) hour shift schedule will be converted to the eighty (80) hour per paycheck schedule. This will be accomplished by multiplying the total number of hours accrued at the twenty four (24) hour shift rate by 0.66667. Employees will be eligible to apply their accrued sick leave based on the following table:

Years of Service and Age at Retirement Percent of three thousand one hundred and twenty (3120) Hours:

20 years of service	and 41 years of age at retirement	27.5%
20 years of service	and 42 years of age at retirement	30.0%
20 years of service	and 43 years of age at retirement	32.5%
20 years of service	and 44 years of age at retirement	35.0%
20 years of service	and 45 years of age at retirement	37.5%
20 years of service	and 46 years of age at retirement	40.0%
20 years of service	and 47 years of age at retirement	42.5%
20 years of service	and 48 years of age at retirement	45.0%
20 years of service	and 49 years of age at retirement	47.5%
20 years of service	and 50-54 years of age at retirement	50.0%
21 years of service	and 50-54 years of age at retirement	55.0%
22 years of service	and 50-54 years of age at retirement	60.0%

23 years of service	and 50-54 years of age at retirement	65.0%
24 years of service	and 50-54 years of age at retirement	70.0%
25 years of service	and 50-54 years of age at retirement	75.0%
26 years of service	and 50-54 years of age at retirement	80.0%
27 years of service	and 50-54 years of age at retirement	85.0%
28 years of service	and 50-54 years of age at retirement	90.0%
29 years of service	and 50-54 years of age at retirement	95.0%
30 years of service	or 55+ years of age at retirement	100.0%

The Retiree Health Savings (RHS) Plan will be administered by the ICMA Retirement Corporation and will allow employees to accumulate assets in order to pay medical and other eligible expenses in retirement. The legal basis for an RHS is currently based on Private Letter Rulings issued by the Internal Revenue Service which allow employers such as the Village to establish such plans. The provisions of this plan will be governed by documents executed by both the Village and ICMA Retirement Corporation. The documents collectively comprise the Vantagecare Retiree Health Savings Plan. It is the intent of the Village to establish a separate plan for the members of the Union.

The Village and Union will review and determine funding levels and formulas in compliance with rules appropriate to the legal basis used to establish the plan and as set forth from time to time in the Village’s Personnel Rules and as permitted under applicable tax rules or statutes as adopted and/or amended. Employees who elect to participate in individual contribution programs may be subjected to all applicable rules, including irrevocability of those contributions.

At a minimum, the Village will apply the value of accrued sick leave (Deposit Value) into an employee’s RHS Plan account at retirement. Employees must apply the entire value of accrued sick leave to their plan account based on the following formula:

$$\text{Deposit Value} = \text{Number of sick leave hours (shifts)} \times \text{Dollar hourly value.}$$

The dollar value shall be equal to the lowest hourly rate (which includes Performance Bonus) paid to all Village employees eligible to participate in the Plan as of January 31st for the calendar year in which the employee retires. The hourly rate will be applicable only for the year so calculated. That hourly rate value shall be distributed to all Village employees after it is calculated for the current year.

On an annual basis (January 1st through December 31st), employees will be able to convert up to one (1) twenty-four (24) hour shift of unused sick days for deposit into their Plan account; providing that they have completed one year of work with no more than one day of absence. An unused sick leave balance of seven hundred twenty (720) hours, thirty (30) Shift Days must be maintained in order to convert the shift day for deposit into the plan account.

Days converted for deposit into the plan account are subtracted from the employee's accrued sick leave balance. Conversion of the unused sick day shall not be into vacation leave or paid directly to the employee. The value of the conversion shall be equal to the employee's daily wage and not limited to the wage assigned to the retirement funding value calculated above.

Employees who leave the fire department due to disability or death will receive the value of their accrued sick leave under this plan as part of the RHS benefit.

Section 7.8 Medical Certificate.

A medical certificate required by a department head or designee for the employee shall consist of a written statement by a qualified medical professional indicating:

- A. The employee has been examined by a qualified medical professional during the period of absence.
- B. The symptoms observed or measured by the qualified medical professional.
- C. The stated diagnosis and medication and/or treatment prescribed.
- D. The dates on which the employee is expected to be physically incapacitated from work.

Employees who require the use of sick leave for a family member(s) may be required to provide a medical certificate after the second twenty-four (24) hour shift, or the sick time totaling the use of forty-eight (48) hours in a rolling calendar year.

A medical certificate required by the Fire Chief or designee for the employee's family member shall consist of a written statement by a qualified medical professional indicating:

Employee's name, patient's name, date of appointment, time-in, time-out, qualified medical professional's name and signature.

Employees will be compensated two (2) hours of pay at straight time. The Village will reimburse the employee for co-insurance and/or deductibles incurred to meet this standard, but only applying to office visit charges, or emergency room co-pay if the department directs the employee to visit an emergency room. To receive such reimbursement, the employee must provide documentation that itemizes all costs sought for reimbursement.

Section 7.9 Light Duty.

An employee who is ill/injured as the result of an occupational acquired illness/injury may be required to work for an available, temporary light duty assignment. An employee who is eligible for sick leave may volunteer to work for an available, temporary light duty assignment. All light duty assignments are made at the sole discretion of the Village. Light duty work shall be determined by the Fire Chief in consultation with employee and the employee's doctor.

An employee on light duty may be assigned to work in any Village department.

A light duty assignment shall not exceed sixty (60) calendar days and may be terminated prior to that time limit. The Fire Chief may extend light duty based upon consultation with the employee, the employee's doctor and, if necessary, a Village assigned and paid doctor.

Light duty assignments may be terminated based upon a lack of performance in relation to the assigned job.

Section 7.10 Vacation.

A. Employees covered by the Agreement shall receive vacation leave credit according to the following schedule:

- (1) 1st partial year and last partial year of service: 5/12 multiplied by months worked;
- (2) 1st full calendar year of service: 5 shifts
- (3) 2nd full calendar year of service: 6 shifts
- (4) 3rd full calendar year of service: 6 shifts
- (5) 4th full calendar of service: 7 shifts
- (6) 5th full calendar year of service: 7 shifts
- (7) 6th-10 full calendar year of service: 8 shifts
- (8) 11th-14th full calendar year of service: 9 shifts
- (9) 15th-19th full calendar year of service: 10 shifts
- (10) 20th - 24th full calendar year of service: 11 shifts
- (11) 25th (and after) full calendar year of service: 12 shifts

B. All other provisions of Vacation Leave are in accordance to the Buffalo Grove Personnel Rules.

Section 7.11 Hours and Duration.

The regular hours of duty (tour of duty) for employees shall be twenty-four (24) consecutive hours of duty, starting at 0800 hours and ending the following day at 0800 hours. The regular tour of duty shall be followed by forty-eight (48) consecutive hours off duty. Early swaps may be permitted as early as 0700 hours, but the employee currently on-duty may not leave the station any earlier than 0800 hours. Early swaps shall not be considered a duty trade and are not eligible for overtime compensation.

Section 7.12 Compensatory Time.

Compensatory time off may be taken by employees in accordance with BGFDP SOP 101.13.

Section 7.13 Selection of Scheduled Days Off.

Scheduled days off (SDO) will be selected in accordance with BGFD SOP 101.15 SDO Selection.

Section 7.14 Family and Medical Leave of Absence (“FMLA”)

Unpaid family or medical leave will be granted, when requested and approved, or designated as such, by the Human Resources Director or his designee, in accordance with the Family and Medical Leave Act of 1993.

ARTICLE VIII

Section 8.1 Grievance-Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Buffalo Grove Board of Fire & Police Commissioners, except as otherwise provided in this Agreement, shall not be considered a grievance under this Agreement. Such grievance shall be filed by the Union on behalf of the employee.

Section 8.2 Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows unless, by mutual agreement in writing, the parties waive one or more of the aforementioned steps:

STEP 1: The Union may submit the grievance of a Firefighter/Paramedic in writing to the Lieutenant as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance.

The Lieutenant shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented. The decision of the Lieutenant shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Lieutenant’s response.

STEP 2: The Union may submit a grievance of a Fire Lieutenant in writing to the Battalion Chief as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance.

The Battalion Chief shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented. The decision of the Battalion Chief shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Battalion Chief's response.

If a grievance of a Firefighter/Paramedic is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the Union in writing to the Battalion Chief as designated by the Chief with ten (10) calendar days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the Union believes the grievance was improperly denied at the previous step in the grievance procedure. The Battalion Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Battalion Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following the meeting.

STEP 3: If a grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the Union in writing to the Fire Chief within ten (10) calendar days after receipt of the Village's answer in Step 2.

The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief shall investigate the grievance, and in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

STEP 4: If a grievance is not settled at Step 3 and the Union wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted by the Union in writing to the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 3. The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. Thereafter, the Village Manager, or his designee, and other appropriate individuals as desired by the Village Manager, shall meet with the grievant and a Union representative within eighteen (18) calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or his designee shall submit a written answer to the grievant and the Union within eighteen (18) calendar days following the meeting.

Section 8.3 Arbitration.

If a grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to Arbitration as described below within twenty-one (21) calendar days of receipt of the Village's answer as provided to the Union at Step 4:

- A. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after the receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association, to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted.

Each party also retains the right to request that the panels submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names; the other party shall then strike three (3) names. 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 witness 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 any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4 Limitations On Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step (second step in the case of Fire Lieutenants) and 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 Federal or State law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village, Union and the employee(s) covered by this Agreement.

Section 8.5 Time Limit for Filing.

No grievance shall be entertained or processed unless it is signed by the grievant and submitted at Step 1 (Step 2 in the case of a Fire Lieutenant) within thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance. If a grievance is not presented by the employee within the time limit set forth above, it shall be considered waived and may not be further pursued. Such waiver shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances.

If a grievance is not appealed to the next step within the specified time period, or within an approved, written extension thereof, it shall be considered settled on the basis of the Village's last answer, provided, however, that such settlement shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at this step and immediately appeal the grievance to the next step.

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

Section 8.6 Miscellaneous.

No action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE IX

Section 9.1 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, slow-down, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unimproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Each employee who holds a position of officer or steward of the Union occupies a position of special trust and obligation to notify the employees of their actions as being a violation of this Article in order to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 9.2 No Lockout.

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

ARTICLE X

Section 10.1 Discipline and Discharge Investigations

Disciplinary actions instituted by the Village shall be for reasons based upon an employee's failure to fulfill his responsibilities as an employee. Where the Village believes

just cause exists to institute disciplinary action it shall have the option, consistent with the principles of timely progressive discipline imposed for the purpose of encouraging corrective employee action, to assess including but not limited to the following penalties:

Counseling Session
Oral Reprimand
Written Reprimand
Suspension
Demotion
Termination

Any disciplinary action or measure other than a counseling session, oral and written reprimand imposed upon an employee shall be subject to review and appeal as provided for in this Agreement. Counseling sessions, oral and written reprimands shall not be subject to the arbitration procedure or to review by the Board of Police and Fire Commissioners. Employees shall have the right to file grievances concerning discipline covering suspension without pay, demotion and/or termination or they may choose the hearing process by the Board of Fire and Police Commissioners. Filing of a grievance shall act as a waiver by the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners. A form containing such specific waiver shall be executed by the employee prior to filing a grievance. Seeking review by the Board of Fire and Police Commissioners shall act as a waiver by the Union and employee involved of the right to challenge the same matter in the grievance process.

- A. The Village agrees that non-probationary employees shall be disciplined and discharged only for just cause. A copy of all suspension, demotion and discharge notices shall be provided to the employee. The Employer further agrees that disciplinary actions shall be imposed in a timely manner (not to exceed thirty (30) calendar days from the date of the incident giving rise to the disciplinary action or from the date of the Employer's completion of its investigation of such incident whichever is later) and shall not conflict with the "Illinois Fireman's Disciplinary Act" (III. Rev. Stat ch. 85 Par 2501, et seq.).
- B. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement or deemed proper by the appropriate hearing authority.
- C. Disciplinary actions, including but not limited to oral, written, and suspension, recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action, except for a related offense. Non-

meritorious disciplinary actions shall not be relied upon to justify any subsequent disciplinary action. In the event disciplinary action is contemplated against an employee, prior to any pre-disciplinary discussions or meetings with the employee, the employee shall be informed of his/her rights to representation prior to such meeting. Employees shall be entitled to representation at all disciplinary investigatory meetings, which the employee attends and are initiated by the Employer, and at any meeting or interviews which the employee reasonably believes could result in discipline.

- D. The Village shall conduct Rules Violations Investigations (R.V.I.) when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee.

It is understood that polygraph examinations without written consent of the employee and tests by means of any chemical substance will not be used by the Village in any phase of disciplinary investigations or interrogation.

- E. Prior to taking any final, disciplinary action and just prior to concluding its investigation, the Village shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform the employee of the reasons for such contemplated disciplinary action. Copies of all pertinent documents shall be given to the employee at this notification and review meeting, including:

1. Allegation of violations of Rules and Regulations
2. Statement of charges and specifications
3. Employee statements
4. Acknowledgment of notification and review
5. The discipline recommended
6. Copies of the employees pertinent past discipline.

The employee shall be entitled to representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

- F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, shall, upon reasonable request to the Chief or his designee, be open and available for inspection and copying by the effected employee during regular business hours. With respect to such files maintained at the Department, regular business hours shall encompass 8:00 a.m. to 4:30 p.m.; subject to the remaining provisions of Article X. It is agreed that any of these files not made available for inspection and copying shall not be used in any manner or forum for any disciplinary action.

- G. Interrogations - Interrogation shall be defined as the questioning of a firefighter (employee) pursuant to an investigation initiated by the Village in connection with

an alleged violation of the Rules, Regulations or Orders of the Village of Buffalo Grove or the Fire Department, which may be the basis for filing charges seeking the suspension, removal or discharge of a firefighter (employee). Whenever a firefighter is subjected to administrative interrogation for any reason which could lead to disciplinary action of discharge or suspension of more than twenty-four (24) hours, the interrogation shall be conducted under the following conditions:

- 1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the firefighter is on duty. If the firefighter is off duty, he/she shall be compensated at the appropriate rate of pay.
- 2) The firefighter under interrogation shall be informed of the name, rank and command of the person in charge of the interrogation, the interrogating officers and all persons present during the interrogation.
- 3) The firefighter under investigation shall be informed of the nature of the complaint or investigation in writing prior to any interrogation.
- 4) The interrogation session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person being interrogated shall be allowed to attend to his own personal physical necessities.
- 5) No firefighter under interrogation shall be threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interrogating officer from informing the firefighter that his or her conduct can be the subject of disciplinary action should he or she refuse to obey a lawful order from the ranking officer. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with the Fireman's Disciplinary Act may not be utilized in any subsequent disciplinary proceeding against the firefighter. (P.A. 83-783) No promise of reward shall be made as an inducement to answering any questions.
- 6) No firefighter shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.
- 7) At the request of a firefighter and prior to any interrogation, the firefighter shall have the right to be represented by counsel of his or her choice, who may be present at all times during the interrogation. The attorney shall not participate in the interrogation, except to counsel the firefighter. The firefighter may request a postponement of the initial interrogation to contact an attorney of his or her own choosing. The interrogation may not be

postponed more than twenty-four (24) hours, with allowances made for weekends and holidays, unless specifically waived by mutual agreement of the Village and the firefighter being interrogated. A representative of the employee's choice may also be present during any interrogation. A complete record of any interrogation shall be made and a complete transcript or copy made available to the firefighter without charge and without undue delay. The Village or the firefighter may record the interrogation.

- 8) This Section does not apply to any interrogation of a firefighter in the normal course of duty, counseling, instruction, informal admonishment or other routine or unplanned contact with a supervisor or any other firefighter. Any admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Section may not be utilized in any subsequent disciplinary proceeding.
- H. It is understood that the rights of firefighters herein shall not diminish the right and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. This Article does not apply to any firefighter (employee) charged with violating any provision of the Criminal Code of 1961 [720 ILCS 5/1-1] or any other federal, state or local code. If the allegation under investigation indicates the recommendation for separation or termination is probable against the firefighter, the firefighter shall be given statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the firefighter, the firefighter shall be given the constitutional rights concerning self-incrimination prior to commencement of the interrogation.
- I. No firefighter shall be compelled to speak or testify before, or be questioned by any non-governmental agency. This provision shall not apply to reasonable requests from the Village's insurance carriers provided that the employee is covered by the insurance policy applicable to the situation.
- J. Reviews of decisions of the Board of Police and Fire Commissioners or of an arbitrator under this section shall be as provided by law, based on the election of the hearing body selected by the employee.
- K. Suspensions shall be charged at a rate based on a fifty-one and two tenths (51.2) hour work week.

Section 10.2 Performance Improvement Plan

In situations where an accident, discipline or substandard performance occurs, it is incumbent upon the Village to work with the employee to identify potential deficiencies and correct the negative action. In order to accomplish this goal, BGFDP SOP 101.09 Performance Improvement Plan will be referenced and followed.

Nothing in this agreement shall cause the Village to waiver from adhering to the Illinois Firemen’s Disciplinary Act (50 ILCS 745/).

ARTICLE XI

Section 11.1 Dues Checkoff.

The Village shall deduct from each employee’s paycheck the uniform, regular bi-weekly Union dues for each employee in the bargaining unit who has filed with the Village and Fire Chief a properly executed authorization form. Such authorization may only be revoked by written notice to the Village and the Union during the thirty (30) days prior to the termination date set forth in Article XIV of this Agreement. The Union may change the fixed uniform dollar amount two (2) times per year during the term of this Agreement by giving the Village at least thirty (30) days advance notice in writing, with a copy to the Fire Chief, of any change in the amount of dues to be deducted.

The Village shall remit the total amount of the deducted dues, along with a list of employees from whom the dues have been deducted, to the Union not later than seven (7) days after the deduction is made.

ARTICLE XII

Section 12.1 Definition of Seniority.

Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn Lieutenant or Firefighter/Paramedic in the Department and uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the Firefighter/Paramedics on the Board of Fire and Police Commission hiring or promotional list, whichever is applicable, with the Firefighter/Paramedic higher on the applicable list being the more senior. Where the term “seniority” is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 12.2 Probationary Period.

All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of twelve (12) months, in accordance with 65 ILCS 5/10-2.1-4. During an employee’s probationary period, the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employees may have separate and apart from

this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

In the event of an absence or leave, the probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time (i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four (4) weeks or more during the first twelve (12) months of employment).

Section 12.3 Seniority List.

On or before September 1 of each year, the Village will provide the Union with a seniority list setting forth each employee seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing.

Section 12.4 Layoff.

Employees covered by this Agreement will be laid off in accordance with their length of service as provided in the Illinois Municipal Code, Chapter 65, Section 5/3.10-2.18 as amended from time to time.

Section 12.5 Recall.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union; it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with this latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 12.6 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes, subject to confirmation by the Village's Board of Fire and Police Commission, if the employee:

- A. resigns;
- B. is discharged;
- C. retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- D. falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- E. fails to report to work at the conclusion of an authorized leave or vacation;
- F. is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work:
- G. is laid off for a period in excess of two (2) years;
- H. does not perform work for the Village for a period in excess of twelve (12) months, provided however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers compensation, disability pension, or a layoff where the employee has recall rights;
- I. is absent for one shift day (24 hours) without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Section 12.7 Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- A. An employee shall be paid for any earned but unused vacation days.
- B. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and if desired, family coverage.
- C. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- D. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 12.8 Interruption of Seniority.

Seniority shall be interrupted in the event an employee is laid off, placed on a non-duty disability pension or is granted a leave of absence without pay. When an employee returns from a layoff, non-duty disability or an unpaid leave of absence, his seniority shall be his length of service up to the date of layoff or beginning of the unpaid leave of absence.

Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work-related injury.

Section 12.9 Promotions-Fire Lieutenant.

The Board of Fire and Police Commissioners shall provide for promotion in the Fire Department on the basis of performance on a Written Examination, Ascertained Merit, Subjective Evaluation (oral, tactical and performance potential rating) and seniority in service. All promotional processes that are fire service related will be conducted in accordance with the provisions of the 50 Illinois Compiled Statutes 742/1 et seq. (50 ILCS 742/1 et seq.)

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit themselves for promotion. To be eligible for examination, an applicant must have satisfactorily completed the probationary period for his present rank, have been employed as a Firefighter for a minimum of two (2) years with the Village of Buffalo Grove, and have a cumulative experience of no less than five (5) years as a full-time firefighter employed directly by a municipal, state or federal agency. This includes employment for a fire district but does not include employment through a private contractor. An applicant for Fire Lieutenant must be certified as a Firefighter III or Advanced Firefighter by the Office of the State Fire Marshal. In addition, an applicant for Fire Lieutenant must have satisfactorily completed all academic coursework and required examinations for certification as a Fire Officer I/Company Fire Officer by the Office of the State Fire Marshal.

All personnel who submit themselves to examination will be graded according to the following schedule:

Oral Interview	15%
Tactical Assessment	25%
Performance Potential Rating (PPR)	26.5%
Written Exam	25%
Seniority	5%
(¼% (0.25%) per year for a maximum of twenty (20) years. Seniority based on the date of the orientation as the first component of testing)	
Ascertained Merit	3.5%
(A.A.S. or A.S. = 2.0%, B.S. or B.A. = 3.5% - maximum combined score may not exceed 3.5%)	
Maximum Grade	100%

For the Oral Interview, Tactical Exam and Written Examination, each applicant for promotion must be present at the designated testing site at the time designated for the examination to be held. Any candidate who is not so present will receive a “0” zero for that section as a score.

The order of testing for each component of the promotional process shall be the Orientation, Oral Interview, Performance Potential Rating (PPR), Tactical Examination and the Written Examination.

Military credit shall be applied as prescribed by Statute 50 ILCS 742/1 et seq. All claims for points will be based on the Rules and Regulations of the Board of Fire and Police Commissioners.

The Board of Fire and Police Commissioners will contract an independent testing agency to administer the Tactical Examination and the Written Examination. Assessors from said agency must decline participation in the process if within the last seven (7) years there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be “Employment Relationships”. Fire Department staff or employees will not be part of the Tactical Exam scoring process and will only function in support roles as necessary.

Outside monitors will be allowed for the process of promotions governed by this section of the Agreement, in accordance with the Illinois Fire Department Promotion Act (50 ILCS 742).

Employees who participate in the promotional process will have their past two annual performance evaluations delivered to the Board of Fire and Police Commissioners with their application to the exam process as a reference document for the Board of Fire and Police Commissioners without a weighted value for the promotional process. For the purpose of completing the PPR rating, personnel who have had a shift change in the past 365 days from the date of the beginning of the testing will be allowed to select the most recent supervisor (Lieutenant), from their most recent previous shift, as the “C” rater within the procedures of the PPR process as contained in the Rules and Regulations of the Board of Fire and Police Commissioners.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

All other procedural rules and regulations covering promotional preference, eligible roster, appointment and oath of office, certificate of appointment, probation, right of review and voluntary relinquishment of rank will be followed by the Rules and Regulations of the Board of Fire and Police Commissioners and/or 50 ILCS 742/1 et seq.

Section 12.10 Promotions-Battalion Chief

The Fire Chief shall provide a process for promotion in the Fire Department to the rank of Battalion Chief on the basis of performance on an Interview, Assessment Center

(oral, tactical and writing), Performance Potential Rating (PPR), and seniority in service. All promotional processes that are fire service related will be conducted with both internal and external fire service evaluators.

The promotional process for Battalion Chief shall begin with the requirement of qualified candidates completing and returning an “Application for Promotion”. This Application outlines the basic requirements for application for promotion to Battalion Chief. It additionally addresses the basic educational requirements of the position, should such promotion to Battalion Chief be attained. Said Application must be delivered to the Fire Chief or his designee by the date indicated on the application. Failure to deliver said application will result in immediate disqualification from the current Battalion Chief promotional process.

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit them for promotion. To be eligible for examination for Battalion Chief, an applicant must have a minimum of one (1) year experience as a Fire Lieutenant with the Buffalo Grove Fire Department and a Bachelor Degree.

All personnel who submit themselves to examination will be graded according to the following schedule:

Ascertained Merit**	3.5%
PPR	10%
Seniority*	6.5%
Oral Interview	30%
Assessment Center	50%
Maximum Grade	100%

*1/2% per year for a maximum of thirteen (13) years of service as a Lieutenant.

Seniority based on the date of the orientation as the first component of testing.

**2.0% for a Bachelor’s Degree; 3.5% for a Master’s Degree

For the Oral Interview and Assessment Center, each applicant for promotion must be present at the designated testing site, and at the time designated for the examination to be held. Any candidate who is not so present will receive a zero (0) for that section as a score.

The order of testing for each component of the promotional process shall be: Application, PPR, Seniority, Oral Interview, and Assessment Center.

Military credit shall be applied as prescribed by Illinois Statute 50 ILCS 742/1 et sep.

The Fire Chief will form an independent group to conduct the Assessment Center. Assessors must decline participation in the process if, within the last seven (7) years,

there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be "Employment Relationships". Fire Department staff or employees will not be part of the Tactical Exam scoring process, and will only function in support roles if necessary.

There will be no outside monitors for the process of promotions as governed by this Agreement.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

The Fire Chief reserves the right to select candidates for the promotion to Battalion Chief based on the specific job description requirements of the position.

Section 12.11 Retirement Notice Payment

An employee in good standing with the Village, who at retirement has an approved pension from the Village of Buffalo Grove Fire Pension Fund and has given the Village irrevocable* written notice to retire at least four (4) months prior to the effective date of retirement, shall be paid a one-time payment in the amount of Five Thousand Dollars (\$5,000) will be contributed to the affected employee's RHS account only. This "Retirement Notice Payment" is valid as a one-time only offer to each covered employee who complies with the terms of earning this payment and the payment shall not be included as part of the "monthly salary attached to his or her rank in the fire service on the date of retirement or separation from service" for the purpose of calculating the employee's pension as prescribed in Section 4-109 of the Illinois Pension Code. This Retirement Notice Payment is available to eligible employees who retire on a voluntary basis and the terms of this MOU do not alter any other benefit offered by the Village currently or in the future as it relates to a member's retirement benefits. It is understood and agreed to by the Parties that, no Retirement Notice Payment is earned or payable to any employee unless the employee is actually working as a firefighter and reports to work as scheduled for their final assigned shift with the Village

**A resignation once submitted is considered irrevocable within the last forty-five (45) calendar days before the resignation date, as declared by the employee. Once the employee is within forty-five (45) calendar days of their declared resignation date, their resignation may only be withdrawn based on extraordinary circumstances. Whether extraordinary circumstances exist will be determined solely by the Village Manager (or designee) and Department Director (or designee) but such determination shall not be arbitrary or capricious.*

ARTICLE XIII

Section 13.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement

supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the Union's right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village may consider changing during the term of this Agreement.

ARTICLE XIV

Section 14.1 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 of court decision or subsequent litigation and the remaining parts or portions of this Agreement shall remain in full force and effect.

In such event, the parties shall, upon request of either party, upon thirty (30) days notice of any determination, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XV


Section 15.1 Duration of Agreement.

This Agreement shall be effective as of the day after the Agreement is executed by both parties 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 at least ninety (90) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.


Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding Section.

This Agreement being approved on May 15, 2023, by the Village of Buffalo Grove Board of Trustees, executed by the Village Manager and signed by:

For the Village of Buffalo Grove



Dane Bragg
Village Manager




Arthur A. Malinowski, Jr.
Director of Human Resources



William M. Baker
Fire Chief

**For the Buffalo Grove Professional Firefighter/Paramedic Association
Local 3177, IAFF, AFL-CIO, CLC**



Alfredo Caballero
Union President



Mike Manka
Union Vice President



David Zabilka
Union Secretary

APPENDIX A – DRUG/ALCOHOL TESTING

The purpose of this Appendix is to provide forms used by the Village of Buffalo Grove during the implementation of alcohol and drug testing (herein referred to as "testing") of Employees for the presence of Prohibited Drugs pursuant to Section 4.7, Drug and Alcohol Testing Policy (the "Policy"). These procedures are intended as a supervisory guide only and are in no way intended to alter any existing relationship between Village of Buffalo Grove Fire Department (the "Employer") and any Employee.

DRUG/ALCOHOL TESTING FORMS

EMPLOYEE NOTIFICATION LETTER

ACKNOWLEDGMENT OF NOTICE OF POLICY & CONSENT TO TESTING

LAST CHANCE AGREEMENT

REPORT OF REASONABLE SUSPICION

FORM

Date: _____

EMPLOYEE NOTIFICATION LETTER

Dear Employee:

The VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, have ratified a revised drug/alcohol use policy and procedures (the "Policy"). This Policy enhances already existing Employer prohibitions of the use of illicit or inappropriate drugs (herein referred to as Prohibited Drugs. Specifically, it is the policy of the Employer that the use, sale, purchase, transfer, possession or presence in one's system of any prohibited drug(except medications prescribed by a licensed doctor), including alcohol (unless otherwise permitted by Fire department rules), by any Employee while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles) is strictly prohibited. This Policy supersedes all prior policies and statements relating to Prohibited Drugs. The Employer will notify and cooperate with law enforcement agencies in the investigation of any Employee suspected of possession of or trafficking in illicit or inappropriate drugs. Any Employee convicted of on-the-job, possession of or trafficking in illicit or inappropriate drugs, or of driving intoxicated will be terminated.

Under the procedures adopted, Employees will be subject to testing where the circumstances establish that reasonable suspicion of prohibited drug use exists. Employees will also be required to submit to testing following an on-the-job accident as defined by federal DOT or injury in a manner outside of a vehicle accident where there is reasonable suspicion that an error or mistake due to Prohibited Drugs or alcohol use by the by the employee caused or contributed to the accident or injury, unless the injury is serious enough where testing is required by another agency (IDOL, OSHA,etc.). Refusal to submit to a properly given request to submit to testing will be considered a violation of Employer policy subjecting the Employee to immediate discipline.

In addition, should the federal, state or local rules be revised to include/permit additional testing or limit such testing, the Employer's policy will be revised to comply with those rules.

Every safeguard will be taken in the specimen collection process to ensure that all federally mandated chain-of-custody and laboratory criteria will be met. Employee privacy and confidentiality will be vigorously safeguarded.

VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT ADHERES TO A POLICY OF NON-DISCRIMINATION AGAINST EMPLOYEES SUFFERING FROM ALCOHOLISM OR DRUG ADDICTION IF PROTECTED UNDER FEDERAL AND STATE GUIDELINES.

Any Employee who is presently experiencing difficulty with Prohibited Drugs is encouraged to seek assistance through the Employee Assistance Program. If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken. BE FOREWARNED, courts have determined that current use of Prohibited Drugs detected by testing may not protect Employees claiming protection under handicap statutes.

The following drugs will be tested for:

ALCOHOL
AMPHETAMINES
COCAINE
MARIJUANA
OPIATE METABOLITES
PHENCYCLIDINE (PCP)

Any Employee testing positive for the use of Prohibited Drugs may be subject to discipline, up to and including, termination.

Very truly yours,

Village of Buffalo Grove Fire Department, and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC.

By: William M. Baker
Its: Fire Chief

**ACKNOWLEDGMENT OF NOTICE OF THE
VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT
AND THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION LOCAL 3177, IAFF, AFL-CIO, CLC
DRUG/ALCOHOL USE POLICY AND PROCEDURES
AND CONSENT TO TESTING**

I, _____, acknowledge receiving written notice of the existence of the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol Abuse Policy (the "Policy").

As a condition of continued employment or service to the Employer, I understand and agree that I must not use, buy, sell, accept as a gift, experiment with, traffic in or be otherwise involved with Prohibited Drugs or alcohol (unless otherwise permitted by fire department rules) while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles).

I understand that the Policy does not apply to medication properly taken as prescribed by a licensed doctor, except as provided by the Policy. I further understand and agree that I may be tested based on the following circumstances or alcohol in a manner that causes the employee to be under the influence or impaired by such controlled substances) that are consumed off duty in a way that violates this Policy:

1. Two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief) have made observations that establish reasonable suspicion of Prohibited Drugs or alcohol use. One Acting Lieutenant may be used to establish reasonable suspicion if two are not available.
2. Information is provided by an identifiable third party that an employee may be in violation of this policy, impaired by or under the influence of prohibited drug(s) or alcohol which information is corroborated by two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief). One Acting Lieutenant may be used if two ranked officers are not immediately available.
3. When an employee is involved in an on-the-job accident as defined by the federal DOT regulations.
4. When an employee is involved in an on-the-job injury in a manner outside of a vehicle accident as defined by federal DOT and reasonable suspicion exists as defined in section 4.7 of this policy, unless injury is serious enough where testing is required by another agency (IDOL, OSHA, etc.).

As a follow-up to prohibited conduct.

I understand, further, that refusal to submit to testing when requested to do so by a supervisor will result in immediate discipline.

My signature below indicates my understanding of this Policy and what is expected of me, my consent to be tested and my authorization to release to any collection site personnel, medical review officer or Employer representative the information necessary to comply with this Policy.

(Date)

(Employee Signature)

(Date)
FORM

(Employer Signature)

**LAST CHANCE AGREEMENT
FOR VIOLATION OF
DRUG/ALCOHOL USE POLICY**

THE BUFFALO GROVE FIRE DEPARTMENT (the "Employer") agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and drug use. The following conditions apply to your rehabilitation program:

You must authorize the Employee Assistance Program to provide proof of enrollment in an alcohol and drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to the Fire Chief. The Employer will closely monitor your attendance and will terminate you (cancel your agreement) if you do not regularly attend all required sessions.

You will pay for all costs of rehabilitation, which are not covered under the Employer's benefit plan.

During the five years following completion of your rehabilitation program, the Employer, under the direction of the Substance Abuse Professional, will test you for alcohol or drug abuse on an unannounced basis, while on duty. The Employer will promptly terminate you (your services) if you refuse to submit to testing or if you test positive during this five-year period.

You must meet all established standards of conduct and job performance. The Employer will terminate you (your services) if your on-the-job conduct or job performance is unsatisfactory. Satisfactory performance includes ongoing compliance with the drug testing policy, including testing if there is reasonable suspicion of violation of the prohibition of use.

Nothing in this agreement alters your employment status. The Employer hopes its employment relationship with you will be a happy and enduring one. Nevertheless, you remain free to resign your employment (terminate your agreement) at any time for any or no reason without notice.

I voluntarily agree to all the above conditions and authorize the Employee Assistance Program to provide the Fire Chief with proof of my enrollment and attendance at the recommended rehabilitation program.

(Date)

(Employee Signature)

(Date)

(Employer Signature)

FORM

**BUFFALO GROVE FIRE DEPARTMENT
REPORT OF REASONABLE SUSPICION
OF THE
DRUG/ALCOHOL USE POLICY**

(This form must be completed the same day the Employee is asked to take a test)

I, _____ (Chief Officer/Acting Shift Officer), and
I, _____ (Lieutenant)

have observed behavior in _____ (Employee)
that is consistent with the guidelines to determine that there is sufficient reasonable
suspicion to believe that the employee may or is under the influence of Prohibited Drugs
the need for reasonable suspicion drug testing as defined in the Village of Buffalo Grove
Fire Department (the "Employer") and the Buffalo Grove Professional
Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol
Abuse Policy.

The Employer will adhere to the following guidelines when determining the need for
reasonable suspicion drug testing:

1. Observable phenomena such as direct observation of use and/or physical symptoms
of impairment resulting from using or being under the influence of Prohibited Drugs
or alcohol use.
2. The employee manifests 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, speech, physical dexterity, agility, coordination,
demeanor, irrational or unusual behavior, or negligence or carelessness in operating
equipment or machinery, disregard for the safety of employees or others

NOTES:

(Staff Officer)

(Date)

(Lieutenant)

(Date)

(Fire Chief)

(Date)

APPENDIX B – COMPARABLE COMMUNITIES

1. Elk Grove Village
2. Glenview
3. Gurnee
4. Highland Park
5. Hoffman Estates
6. Morton Grove
7. Mount Prospect
8. Mundelein
9. Niles
10. Northbrook
11. Park Ridge
12. Rolling Meadows
13. Wheeling
14. Wilmette