

AGREEMENT BETWEEN THE VILLAGE OF RIVER  
FOREST, ILLINOIS

AND

LOCAL 2391 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC  
(FIRE LIEUTENANT BARGAINING UNIT)

MAY 1, 2024 THROUGH APRIL 30, 2027

**1401.1**

THIS AGREEMENT is entered into by the VILLAGE OF RIVER FOREST, ILLINOIS (hereinafter referred to as the "Village" or "Employer") and LOCAL 2391 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the "Union"). Pursuant to the Illinois Labor Relations Board Certification of Representation (Case No. S-RC-17-003), the Village recognizes the Union as the sole and exclusive representative of all Lieutenants (hereinafter referred to as employees) employed by the Village of River Forest in its Fire Department, excluding all other employees. The term of this Agreement shall apply from May 1, 2024 until April 30, 2027. Any provision not specifically referenced in this Agreement shall be covered by the Village Personnel Policy Manual or Departmental Rules and Regulations (which may be changed from time to time at the sole discretion of the Village).

**1401.2 ANNUAL SALARY**

Lieutenants				
Step	Description	5/1/2024	5/1/2025	5/1/2026
1	Lieutenant I	\$125,047.40	\$129,111.44	\$133,307.56
2	Lieutenant II	\$129,912.81	\$134,134.97	\$138,494.36
3	Lieutenant III	\$136,070.20	\$140,492.48	\$145,058.49

**1401.3 SPECIALIST PAY**

To encourage and establish greater proficiency in operations and promote a higher level of individual acceptance of responsibility, there are specialist classifications of Training Officer and fire investigator. Fire Lieutenants of the River Forest Fire Department shall be appointed by the Fire Chief to these respective positions. The Fire Investigator must maintain the requisite certification as deemed by the Fire Chief to hold the position. The additional compensation per month for these positions effective upon the signing of the agreement shall be as follows:

Training Officer \$125/Month

Fire Investigations Officer \$125/month

The Village shall provide each Lieutenant - Hazardous Material Technician extra compensation of \$600.00 per year (which shall be paid monthly). To qualify for this pay, a Lieutenant must show proof of being State of Illinois certified at the technician level and must maintain this certification level while receiving this specialist pay.

Lieutenants who become and remain certified in any of the following four technical rescue disciplines shall receive compensation of \$120 per year (payable monthly) starting the first month after they become certified: (1) vertical rope rescue, (2) trench rescue, (3) confined space rescue and (4) structural collapse rescue. The Fire Chief at his sole discretion shall appoint no less than three (3) Lieutenant-Technical Rescue Technicians who become and remain certified in all four of the above-referenced technical rescue disciplines. Such Technical Rescue Technicians shall

receive compensation of \$600 per year (payable monthly) in lieu of the individual compensation of \$120 per discipline. The number of Lieutenant-Technical Rescue Technicians shall be less than three (3) if fewer than three Lieutenants are certified in all four disciplines. Lieutenants who are not designated by the Chief as Technical Rescue Technicians on or after May 1, 2008 shall continue to receive individual certification pay of \$120 per year for each of the individual disciplines (up to all four (4) of them) for which they are certified. To qualify for this pay, a Lieutenant must show proof of being certified at the technician level (by the State of Illinois, where applicable), and must maintain this certification level while receiving this specialist pay.

Employees receiving Hazmat, TRT, or Fire Investigations stipends must maintain a valid OSFM certification and must attend at least 50% of MABAS Division 11 team training annually each calendar year. Failure to maintain this level of training and certification will result in the immediate suspension of all associated stipends.

The Village establishes EMTB Certification pay for all officers certified as EMTB and who are not certified as EMTP as follows: \$125.00 per month.

To qualify for EMTB certification the officer must attend a school recognized by the River Forest Fire Department and successfully pass the State of Illinois approved standard Emergency Medical Technician B Course and become certified by the State of Illinois as an EMTB. Certification must be maintained by the individual to remain qualified.

The Village agrees that the training time required for employees to obtain re-certification as EMTB's shall be scheduled and conducted during the employee's regular shift in accordance with current practice.

Unauthorized loss of EMTB certification will result in termination. The parties intend the term "unauthorized loss of EMTB certification" as used in this paragraph to include (1) revocation of an employee's EMTB license by the Illinois Department of Public Health, following hearings, if requested by the employee, afforded by that agency as set forth in 210 ILCS 50/3.40; (2) revocation of an employee's right to practice with the emergency medical system under which the River Forest Fire Department operates an advance life support service (currently the Loyola University Medical Center EMS Program), following hearings, if requested by the employee, afforded by that emergency medical system, provided that decision is affirmed by the State Emergency Medical Service Disciplinary Review Board is the employee files an appeal to that Board as provided in 210 ILCS 50/3.45; or (3) failure to renew one's EMTB license. Other instances of short-term loss of one's EMTB license including temporary suspension due to failing a re-certification exam, suspension by the emergency medical system for one or more days for other reasons shall be subject to disciplinary action. For this purpose, pro-rata loss of an employee's EMTB pay for the period of time the employee is suspended or otherwise unable to function as an EMTB shall not constitute disciplinary action. Where temporary loss of EMTB certification is for reasons specific to EMTB training or duties and does not involve general misconduct that would lead to serious disciplinary action (suspension without pay or greater) or would otherwise impair the employee's ability to perform officer duties, the employee shall be assigned to officer duties during the period of such temporary suspension of his EMTB certification.

An officer who becomes a licensed paramedic shall receive annual paramedic incentive pay added pro-rata to his base pay after he becomes fully licensed with the emergency medical system under which the River Forest Fire Department operates an advanced life support service (currently Loyola University Medical Center EMS Program) and the Illinois Department of Public Health, provided however, that to receive this incentive pay, the officer must remain on active status as a paramedic and maintain the appropriate paramedic license. The paramedic incentive pay shall be 6.10% over the top firefighter's base pay distributed equally over 24 pay periods.

#### 1401.4 EDUCATIONAL INCENTIVE PAY

Remuneration as follows will be given annually for all approved fire science courses, provided that satisfactory evidence that the certificate or degree has been awarded is submitted to the Fire Chief prior to September 1 of the fiscal year in which the stipend is requested. These stipends will be paid no later than September 15<sup>th</sup> each year:

Certificate	\$500
Associate Degree	\$1,000
Bachelor's Degree	\$1,500
Master's Degree	\$1,750

Remuneration as follows will be given annually for college-level curriculums in the fields of architecture, education, and business or other non-fire related curriculums, which in the sole discretion of the Village, are believed to provide a demonstrable benefit to the Fire Department operation.

Associates Degree	\$800
Bachelor's Degree	\$1,200

This remuneration will be paid in the same manner as in the above paragraph. In the event an employee retires with more than 20 years of creditable service, or due to a duty-related disability, the employee shall be entitled to a pro-rated share of education incentives, at the time of separation.

#### 1401.5 GRIEVANCE PROCEDURE

- (a) A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee against the Village alleging that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement, or the inequitable application of any rule or regulation concerning routine employee conduct or duties.

After receipt of any disciplinary notice, the employee and Union shall have twenty-one (21) days to elect whether to proceed before the Board of Fire and Police Commissioners or grievance arbitration process. The parties agree that grievance arbitration and any hearing process before the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be

available under grievance arbitration for any action heard before the Board of Fire and Police Commissioners. Furthermore, the parties agree that the pursuit of grievance arbitration under this Agreement shall at as a specific waiver by the Union and the involved covered member of the right to challenge the same before the Board of Fire and Police Commissioners.

A grievance, as defined and timely filed, shall be processed in the following manner:

Step 1: Any employee having a grievance shall submit the grievance in writing to 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. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Fire Chief shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Village Administrator or his designee within ten (10) calendar days after receipt of the Village's answer in Step 1. The Village Administrator or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance in a meeting within ten (10) calendar days with the grievant. If no settlement of the grievance is reached, the Village Administrator or his designee shall provide a written answer to the grievant within ten (10) calendar days following the meeting. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the parties.

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration by written notice to the Village Administrator, as described below, within fifteen (15) calendar days of when the Village's written answer at Step 2 is due:

- (a) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Village and the Union within seven (7) calendar days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice, and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS

of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

- (b) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (c) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.
- (d) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (e) The parties by mutual agreement may utilize expedited arbitration procedures.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is requested by the arbitrator or mutually agreed to by the parties) 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.

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 make a decision with respect to the specific issue or issues of contract violation, misinterpretation or misapplication appealed to arbitration. The arbitrator shall be empowered to fashion a statement of the issue raised by the grievance if the parties fail to agree on a written stipulation of the issue at the arbitration hearing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village and the Union and the fire lieutenants covered by this Agreement.

Nothing in this Agreement prevents an employee from presenting a grievance to the Village and having the grievance heard and settled without the intervention of the Union, provided that a representative of the Union is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. As used in this paragraph, the term "business days" shall mean Monday through Friday, excluding holidays observed by the Fire Department management staff.

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

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

The parties shall endeavor to schedule grievance meetings specified in this Article at times which do not interfere with the work of the fire lieutenant(s) whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the Village during work hours, the fire lieutenant(s) shall be released from duty to attend the meeting without any loss of pay, provided they shall remain available for emergency response.

Release time shall not be granted without prior approval of the Fire Chief or his designee for the investigation of, preparation for, or processing of any grievance, provided that such approval will ordinarily be granted where the fire lieutenant(s) involved (1) have completed assigned duties, (2) will remain at their assigned stations ready and available to respond to calls for service and (3) will conduct such activities after 1700 hours (5:00 p.m.).

#### **1401.6 KELLY DAYS**

The Fire Department shall grant employees eleven (11) Kelly Days (eleven 24-hour work shifts) off each fiscal year, to be scheduled by the Fire Chief, consistent with past practice since May 1, 1993. Kelly Days will be excluded from annual hours to reduce annual hours to 2648.

Any employee assigned to a 2,080 work schedule, shall not be eligible for Kelly Days.

#### **1401.7 UNIFORMS AND EQUIPMENT**

The Employer agrees to replace clothing and equipment which it customarily issues to its employees when:

- (a) The clothing or equipment is damaged beyond repair through causes other than the negligence of the employee; or
- (b) The clothing or equipment is worn because of reasonable wear and tear.

Requests for replacement of eyeglasses and watches lost or damaged in the course of training, responding to, performing at or returning from call for fire or EMS service (and not due to the negligence of the employee) will be reasonably evaluated on a case by case basis. Replacement values shall not exceed \$100 for watches or \$250 for eyeglasses.

#### **1401.8 INSURANCE**

Coverage. The Village shall make available to non-retired employees and their dependents an HMO medical plan, a High Deductible PPO medical plan (effective October 1, 2014), life insurance, and employee-only dental coverage, through the Intergovernmental Personnel Benefit Cooperative (IPBC). In addition, the Village will offer family dental coverage commensurate with the employee-only dental coverage, provided that employees who elect such family coverage will pay the difference between the cost of the employee-only dental coverage and the family dental coverage.

All coverages referred to in this shall continue to be provided so long as they remain commercially available; if no longer commercially available, the Village shall provide coverages as close as practicable to those referred to in this Section. The Village reserves the right to change or offer alternative insurance carrier, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially the same to those which they are replacing.

Alternative Health Insurance Incentive. Effective May 1, 2014, employees who voluntarily elect to discontinue their participation in the Village's health insurance coverage due to being eligible for coverage elsewhere, the Village will provide an incentive payment as follows: alternative single coverage - \$75 per month; alternative family coverage \$125 per month. Eligible employees shall provide evidence of coverage in another health insurance plan at the time of notifying the Village of their intent to discontinue Village health coverage. Should such an employee lose coverage mid-year due to an eligible life status change, such employee shall be allowed to reenroll in Village coverage by paying the Village a prorated portion of the discontinuation bonus. Employees shall be allowed to reenroll each year during the annual open enrollment with no restrictions on preexisting conditions.

High Deductible Health Plan. Effective October 1, 2014, and in lieu of the pre-existing non-high deductible health plan that will no longer be offered, the deductible amount of the High Deductible PPO medical plan will be \$2,000 for single coverage and \$4,000 for family coverage during each plan year. With the exception of those Lieutenants in the bargaining unit on 10/1/2014 (Daugherty, Bohlmann and Finnegan), the Village will fund fifty percent (50%) of the deductible amounts for the High Deductible PPO medical plan through the VEBA plan to each employee's account for eligible employees in accordance with the remaining provisions of this Agreement for so long as the High Deductible PPO medical plan and VEBA plan remaining effect. In addition to the High Deductible PPO medical plan, the Village, at its sole discretion, may offer an additional High Deductible Health Plan (HDHP) in the future. During the term of this 2013-2016 Agreement, in the event any additional HDHP is offered, the Village will fund an amount toward the deductible that is equal to 50% of the applicable deductible for any such additional HDHP through the VEBA to each employee's account.

Retiree Insurance. For employees who retired prior to the execution of this agreement and for Fire Lieutenants Daugherty, Bohlmann, and Finnegan, the Village will make available to such retired employees who have at least twenty (20) years of full time service with the Village's Fire Department, who are at least fifty (50) but less than sixty-five (65) years of age, and who are not eligible for insurance from any other employer, individual and dependent coverage (where the dependents are under the age of 65) at group rates; the Village will pay 33 1/3% of retiree's cost of the premiums. The Village will pay the 33 1/3% contribution toward the fully insured Village Medicare plan for any retiree who is eligible for Medicare. Effective January 1, 2015, PPO coverage will only be provided to retirees under the Village's High Deductible PPO medical plan. The Village reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long



as the new or alternative coverage and benefits are substantially similar to those which they are replacing. It is understood that these retiree insurance benefits are not guaranteed for life but may be modified or eliminated in future Agreements.

Any firefighter promoted to Lieutenant after 10/1/2014 no longer will receive the 1/3 premium subsidy consistent with the agreement with IAFF #2391(Firefighter Bargaining Unit).

Cost. Effective October 1, 2014, the Village will pay eighty-five percent (85%) of the cost of the premiums for full-time employees' individual and dependent group health for employees participating in the HMO medical plan and hospitalization insurance, employee-only dental insurance, and will pay ninety percent (90%) of the cost of premiums for full-time employee's individual and dependent group health for employees participating in the High Deductible PPO medical plan. Past practice will continue for family dental insurance.

Employees desiring Village cover age will be required to pay the remainder of the monthly premium cost. The employee's portion of insurance premium s will be deducted semi-monthly from paychecks. Employees participating in the High Deductible PPO medical plan, except for those who have retired as of May 1,2014, will receive a contribution, into the employee's VEBA, equal to 50% of the annual deductible amounts. This contribution will generally be made in two parts each year on January 1 and July 1 respectively.

Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Further, the Village reserves the right to institute the following co-insurance levels (that portion of actual medical expenses, which the employee must pay up to the employee's annual out-of-pocket maximum)for the general indemnity health plan:

	General Indemnity Health Insurance Plan	Employee
PPO Network Provider	90%	10%
Non Network Provider	70%	30%

Life Insurance. The Village shall pay the premium for fifty thousand dollars \$50,000 of term life insurance for each fire lieutenant, and shall offer an optional twenty-five thousand dollars (\$25,000.00) supplemental term life plan to be paid for by the employee through payroll deduction. Premiums will vary dependent on age.

Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the

grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide coverages as specified in this Article. IRC Section 125 Plan. The Village shall maintain an IRC Section 125 Plan where by employees will be able to pay: 1) for their share of dental, health and hospitalization insurance premiums with pre-tax earnings, 2) participate voluntarily in a Flexible Spending Account which allows employees to use pre-tax dollars to pay medical expenses and dependent care expenses not covered by their insurance, where said Flexible Spending Account Plan shall be implemented no later than August 1, 1998. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

#### **1401.9 SICK LEAVE**

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick.

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this section. An employee who becomes injured or ill as a result of performing compensated service outside of his employment with the Village will turnover to the Village any Workers' Compensation award, sick pay or other injury or illness benefits received from such other employer and the employee will use his best efforts to collect such benefits as a condition of using sick leave for such an injury or illness. The benefit amount turned over to the Village shall not exceed the value of the Village's sick leave benefit and the utilization of the employee's accumulated sick leave benefit amount shall be credited by the sick leave which is equivalent to the workers' compensation or other benefit turned over to the Village.

Employees assigned to a 24-hour shift schedule shall earn twelve (12) hours of sick leave for each month of service. Any employee assigned to a 2,080-hour schedule, shall earn eight (8) hours of sick leave for each month of service. Sick leave shall be earned by any employee for any month in which the employee is compensated for more than 50% of their assigned hours. For purposes of this section only, Kelly Days shall be excluded from compensated hours.

Notification of absence due to sickness shall be given to an individual designated by the Fire Chief as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline.

Employees shall not abuse the use of sick leave. As a general rule, the Fire Chief may require employees who have more than four (4) sick day occurrences in a fiscal year (not counting use of sick leave for illness or injury in the immediate family) to submit a doctor's verification of illness and fitness to return to duty (which can be in one doctor's statement) for subsequent uses of sick leave in that fiscal year. When an employee is off sick on consecutive multiple day absences, the absences shall be treated as only one occurrence of sick leave for the purpose of counting four (4) occurrences. Additionally, the employee shall be required to submit a doctor's slip for any sick leave absence of two (2) or more consecutive work days (24-hour shifts or eight (8) hour days). Each fiscal year will start off with a clean slate for purposes of this general rule.

Exception to this general rule will be made under appropriate circumstances. For example, an exception may be made where four (4) or more sick leave occurrences are all related to one (1) or more known on-going illness or injury condition(s) about which the Fire Chief already has adequate medical information that proper care is being given.

Any requirement that an employee submit a doctor's verification of illness (other than for a sick leave absence of two or more consecutive duty shifts, where a doctor's slip is automatically required), will be initiated by a memo from the Fire Chief to the employee, and the Fire Chief will discuss any questions about the rationale for his decision with the employee including a review of the employee's sick leave record that led to the Fire Chiefs decision.

In addition to the above general rule, there may be circumstances where the Fire Chief concludes that an employee may be abusing sick leave, even prior to an employee having four (4) sick leave occurrences in the course of a given fiscal year. An example would be where the Fire Chief obtains credible information from an identifiable source that the employee is engaging inactivity inconsistent with a claim of sickness. Where this is the case, the Fire Chief will initiate a requirement that future sick leave occurrences be documented with a doctor's slip by a memo from the Fire Chief to the employee, and the Fire Chief will discuss any questions about the rationale for his decision with the employee including a review of the employee's sick leave record and/or other information that led to the Fire Chiefs decision.

Sick leave shall be used in hourly increments. Sick leave may be utilized only for the purposes specified herein. In addition, a shift employee shall be eligible to utilize up to forty-eight (48) hours per fiscal year of their accrued sick leave for illness or injury in the employee's immediate family. An employee assigned to a 2,080 hours work schedule shall be eligible to utilize up 40 hours of their accrued sick leave per fiscal year for this purpose. Immediate family for this purpose, is defined as spouse, children and parents of the employee. If the Chief reasonably suspects abuse of sick leave for family sickness or injury, the employee may be required to provide reasonable justification for such use. The extension of the use of sick leave for immediate family illness or injury shall commence on the first day of the month following the parties' execution of this Memorandum of Understanding, and the hours available for the balance of fiscal year 2007-08 shall be pro-accordingly. Sick leave shall accrue to a maximum of 2,880 hours (the equivalent of 120, 24-hour shift days) of sick leave. Sick leave cannot be taken before it is actually earned, except as provided below.

An employee hired prior to October 1, 1988 and who becomes sick or injured due to non-duty related causes shall be carried on the payroll for up to one (1) year (as in the case of duty-related sickness or injury), even if their accumulated sick leave bank is exhausted before the end of such one (1) year period. A condition of receiving such benefit shall be that the employee, if the circumstances are such that he would be entitled to a disability pension, must apply for such pension as soon as possible, and must sign over to the Village any such disability pension benefits received for the one-year period. At the end of this one-year period, the Village Board shall vote to continue or terminate this sick pay at their discretion based on the circumstances, and such decision shall not be subject to challenge or review in any forum. Employees hired after October 1, 1988, shall be ineligible for any of the benefits provided for in this paragraph.

An employee whose employment is terminated for any reason other than retirement forfeits all accrued sick leave. For any employee hired prior to May 1, 2013, who retires with a duty disability or after completing twenty (20) years or more of service, who has more than sixty (60) twenty-four (24) hour days (1440 hours) in his sick leave bank as of his last day of work shall be paid for any accrued but unused sick days over sixty (60) at his hourly rate of pay in effect on his last day of work, not to exceed thirty (30) twenty-four (24) hour days (720 hours). Payment shall be made within thirty (30) calendar days of when the employee starts drawing their pension. Payment of the sick leave days on retirement as provided for in this Section shall completely extinguish the employee's sick leave.

Any employee promoted after October 1, 2014, will be eligible for the annual sick leave incentive as provided for in Section 11.10 of the agreement with IAFF #2391.

An employee may be eligible for both the annual sick leave incentive and the payout at separation, provided they meet both eligibility requirements.

On or before May 10, the Fire Chief or his designee shall post a list of sick leave usage from the previous fiscal year and the bank of hours available for sick leave during the upcoming fiscal year which commenced May 1. Each employee shall have until June 10 to dispute his/her available sick leave total for that year. Employees on leave at any time during the period May 10-June 10 shall, upon their return, have additional days equal to the amount of days away during the May 10-June 10 period.

In accordance with the Family and Medical Leave Act of 1993, eligible employees may be eligible for up to twelve (12) weeks unpaid leave in the event of the birth, adoption or foster care of a child, or a serious health condition of an employee or immediate family member. Eligibility, use and administration of said leave will be subject to the official Village-wide policy provided that the provisions of the policy concerning substitution of paid leave shall not apply to duty-related illness or injury.

The Fire Chief may approve the use of up to 24 hours of sick time annually for "extraordinary Circumstances." These circumstances will not apply towards an employee's four (4) sick leave occurrences.

**1401.10 HOLIDAYS**

The following twelve (12) holidays will be paid at the applicable rate of pay attached to the respective employee's rank and computed on an eight-hour day, forty-hour week basis:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Easter
- Memorial Day
- Flag Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Holidays are to be paid twice annually, as follows: six (6) holidays on November 15 and six (6) holidays on April 15. Any employee assigned to a 2,080 hour schedule, shall not be eligible to receive Holiday Pay, but will receive the holiday off with pay.

**1401.11 PERSONAL DAY**

Employees will receive two (2) personal days per fiscal year, to be selected after vacations, and Kelly Days are selected. Employees must use their personal days before the end of each fiscal year or it will be forfeited without compensation; a personal day cannot be "cashed in" for pay nor can it be carried over to the next fiscal year. Any employee assigned to a 2,080-hour work schedule, shall receive three eight (8) hour days off for one (1) Personal Day.

**1401.12 VACATION**

Every employee, in a position covered by this agreement, shall be entitled to paid vacation time. Employees shall start to earn vacation as of their date of hire. Vacation allowances shall be earned monthly. Employees shall be awarded vacation time in accordance with the following schedule:

Completed Years of Continuous Service	24 Hour Shift Personnel Shifts per Year	40 Hour/Wk Personnel Calendar Days per Year
After five (5) years	6 shifts	18 calendar days
After seven (7) years	7 shifts	21 calendar days
After nine (9) years	8 shifts	24 calendar days
After eleven (11) years	10 shifts	30 calendar days
After eighteen (18) years	12 shifts	36 calendar days

Employees shall earn vacation allowances for any month in which they are compensated for more than 50% of their assigned hours. For the purposes of this section only, Kelly Days should be excluded from compensated hours.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation.

Employees shall be granted vacation time off with pay by the Village in accordance with departmental procedure established by the Fire Chief.

Vacation allowances are earned on an anniversary year basis. Vacations to be scheduled and taken during a given fiscal year are vacation allowances earned during the anniversary year ending in that fiscal year (for example, an employee hired on August 1 will schedule vacation days for fiscal year 1988-89 that he earns from August 1, 1987 to August 1, 1988). In the event an employee completes an anniversary year that entitles him to additional vacation days, such additional days cannot be scheduled until after his anniversary date. In the event an employee's seniority is terminated for any reason after he has taken vacation time that was not fully earned, the Village may deduct any vacation benefits that were used but unearned from any final compensation due to the employee. All vacation days must be taken by the end of the fiscal year in which they are to be scheduled or they will be lost, unless the Fire Chief and Village Administrator approve an exception to this rule in writing, provided, however, that if an employee was unable to take a scheduled vacation due to retirement or a workers' compensation leave of such a duration that the employee's vacation cannot be rescheduled during the fiscal year, the employee shall be paid in cash for such unused vacation days on or about the last day of the fiscal year in the case of retirement, and will be allowed to carry over such unused vacation days to the following fiscal year in the case of a workers' compensation leave.

#### **1401.13 FITNESS EXAMINATION**

If there are any reasonable questions concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village for good reason may also require at its expense any or all employees to take a complete physical exam as often as once a year and the results of all examinations shall be made available to the employee upon request. An employee may obtain, at his own expense, a second opinion from a qualified licensed physician or other appropriate medical professional of his own choice. If there is a difference between the opinions of the medical professionals of the Village and the employee, the Village will give the medical opinion submitted by the employee fair consideration. If the employee disagrees with the Village's determination, the employee may file a grievance at Step 2.

The Village shall also pay for a physical examination for each employee every three (3) years at the employee's option. Such examination shall be scheduled during the employee's duty shift, provided manning levels do not fall below minimums set by the Chief. The Village shall be entitled to notification from the doctor that the employee is fit or not fit for duty, and whether there were

any abnormalities found. The results of the examination shall be provided to the employee by the doctor. The employee will provide their personal physician with examination results regarding any abnormalities and will follow-up with their personal physician with examination results regarding any abnormalities and will follow-up with their personal physician as appropriate. The examination to be given shall be in substance the same examination as provided as of May 1, 2001, plus a strength examination.

#### **1401.14 OUTSIDE EMPLOYMENT**

Officers shall file and keep current with the Fire Chief a written record of their outside employment, including self-employment, and addresses and telephone numbers where they can be contacted if necessary. Officers may not hold outside jobs, including self-employment, which will result in a conflict of interest or impair their ability to perform their Fire Department duties.

#### **1401.15 OVERTIME AND CALLBACK PAY**

When an employee, at the request of the Village, works a partial or full-shift which he has not been scheduled to work, or when he is called back for emergency work, he shall be compensated at one and one-half (1 1/2) times his regular rate of pay for all hours worked outside his normal shift, with a three (3) hour minimum unless the time extends to his regular shift.

Officers assigned to eight-hour shifts may be reassigned to twenty-four hour shift duty at the direction of and under guidelines established by the Fire Chief.

When an employee is requested by the Village to work additional unscheduled hours either immediately preceding or immediately after his regular work shift without interruption, he shall be compensated at one and one-half (1 1/2) times his regular rate of pay for all hours worked outside his normal shift, with such compensation to be paid in fifteen(15) minute increments.

All overtime for shift employees shall be paid on the basis of a regular straight-time hourly rate calculating by dividing an employee's annual salary by 2648. Overtime for any employee assigned to a 2080 hour schedule shall use the 2080 straight-time hourly rate.

Fire Lieutenants shall be included in all opportunities for department-wide overtime which arise from special circumstances or emergency situations.

Lieutenants shall have priority over Acting Lieutenants when Lieutenant overtime is available. Acting Lieutenants may sign up for Lieutenants overtime after all Lieutenants have turned down said overtime.

#### **1401.16 SENIORITY**

Seniority is an employee's continuous length of service as established by his original date of hire. Seniority of rank is the continuous length of service in a rank from the effective date of the appointment to that rank. Seniority shall accumulate during all authorized leaves of absence.

Seniority shall not accumulate during unauthorized absences. Conflicts of seniority shall be determined on the basis of numerical position on the original hiring and appointing lists.

Whenever a permanent vacancy occurs because of retirement, resignation, death or discharge, an employee with seniority status in that job classification may have the right to transfer to that job vacancy. The discretion of the Fire Chief shall prevail in all transfers.

#### **1401.17 CLASSIFICATION REQUIREMENTS**

##### **First Class (I)**

Appointment to rank of lieutenant by the Board of Fire and Police Commissioners; and the continuation of existing state certification as EMTB or EMTP.

##### **Second Class (II)**

Minimum of one year as lieutenant first class; acceptable completion of the following courses:

- Fire Officer I or Company Fire Officer
- Haz-Mat Technician A or Hazardous Materials Technician

##### **Third Class (III)**

Minimum of two years as fire lieutenant; completion of all requirements for lieutenant second class; acceptable completion of the following courses:

- Fire Officer II or Advanced Fire Officer

Individual class requirements may be substituted by mutual agreement between the lieutenant and the Fire Chief.

Further, both parties agree that any fire lieutenants promoted prior to December 10, 1991 shall be allowed to maintain existing classifications. All lieutenants promoted after December 10, 1991 shall comply with the requirement described above.

#### **1401.18 CERTIFICATION**

1. Any officer of the River Forest Fire Department with a current or valid certification as Fire Officer I/Company Fire Officer) or Fire Prevention Officer I shall receive \$170 per month.
2. Any officer certified as above Fire Officer II/Advanced Fire Officer or Public Fire and Life Safety Education II shall receive \$240 per month.
3. Any officer certified as above as Fire Officer III/Chief Fire Officer or Public Fire and Life Safety Educator III shall receive \$300 per month.

#### **1401.19 INDEMNIFICATION**

The Village shall indemnify employees and hold them harmless from liability, including, but not limited to its payment for damages which may be adjudged, assessed or otherwise levied against employees, for actions taken by them within the scope of their employment as provided in this section. The Village shall defend employees in any civil cause of action brought against an employee arising out of the employee's conduct within the scope of the employee's employment.



Legal counsel for such defense shall be selected by the Village and/or its insurance provider. To be eligible for the benefits of this Section, employees shall be required to cooperate with the Village and its legal counsel during the course of the investigation, administration or litigation of any claim arising under this Section. The Village will provide the protections set forth in this Section so long as the employee's action(s) at issue are within the scope of his/her employment and so long as the employee cooperates with the Village and its legal counsel in the defense of the action, actions, or claims. Any obligation of the Village to indemnify employees for punitive or exemplary damages shall be only as required by applicable State Statutes.

#### **1401.20 RESERVED**

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#### **1401.21 DISCIPLINE**

Disciplinary actions by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee, including off duty conduct which adversely affects the employee's performance of his work duties or adversely affects the Department's reputation or effectiveness in the community. Any discipline ordinarily shall be of a progressive nature. Where the Employer believes just cause exists to institute disciplinary action, the Employer shall normally assess the following penalties:

Oral Reprimand  
Written Reprimand  
Suspension  
Discharge

Disciplinary actions imposed upon an employee may be appealed through the Grievance Procedure. The employee may file a written reply to any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Employers agrees that employees shall be disciplined and discharged only for just cause.

Disciplinary actions recorded in the employee's personnel files shall not be used after 36 months to justify subsequent disciplinary action, except where they establish a continuing pattern of misconduct of the same type under review.

The employer shall conduct disciplinary investigations 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 will not be used by the Employer in any phase of disciplinary investigations.

Prior to taking any final, disciplinary action and after its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. If

the disciplinary action may involve a suspension or discharge, copies of the following documents shall be given to the employee at this notification and review meeting:

- (a) Allegation of violations of Rules and Regulations
- (b) Statement of charges and specifications
- (c) Copies of the employee's past discipline pertinent to subparagraph D above.

The employee shall be entitled to representation at disciplinary investigation meetings and shall be given the opportunity to rebut the reasons for any proposed discipline within three (3) calendar days after the meeting.

Except pursuant to changes in state legislation or applicable judicial decision subsequent to June 1, 2004, it is understood that nothing in this section and the section dealing with Drug and Alcohol Testing shall be deemed to expand the scope of mandatory subjects of bargaining relative to suspensions and discharges beyond what they were prior to June 1, 2004.

#### **1401.22 PROMOTIONS**

Promotions to the rank of Deputy Fire Chief are made by appointment by the Fire Chief with the approval of the Village Administrator for a period of one-year as consistent with the Village Board's appointment of the Fire Chief at the beginning of each fiscal year. The initial appointment may not be less than one year. For example, if the individual is appointed on November 1, 2011, their initial appointment shall last until April 30, 2013.

All promotions to Deputy Fire Chief shall be made from employees in the fire lieutenant rank who have at least 18 months years of service as a fire lieutenant.

In the event the Deputy Fire Chief is not reappointed by the Fire Chief as stated above, the Deputy Chief will continue to hold their rank as Lieutenant and be reassigned to a Lieutenant position. If the Deputy Fire Chief is not reappointed, notification shall be provided a minimum of sixty (60) days in order to provide adequate transition to Lieutenant.

The Deputy Chief may be demoted for just cause at any time; however, the individual will maintain their rank of Lieutenant and any additional discipline (such as termination) is subject to the rules for discipline in this agreement.

#### **1401.23 DRUG AND ALCOHOL TESTING**

The Fire Chief, or his designee, may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use or abuse of prescription drugs. At the time of the order to take the test, the Fire Chief, or his designee, as the case may be, shall provide an employee who is ordered to submit to any such tests with a written statement of the facts upon which the reasonable suspicion is based. Refusal to submit to such testing shall be subject to discipline up to and including discharge. There shall be no random testing.

Reasonable individualized suspicion shall be defined as: Observable phenomena, such as direct observation of use and/or physical symptoms resulting from using or being under the influence of alcohol or controlled substances (e.g. the aroma of alcoholic beverage or controlled substance, and/or uncoordinated physical actions inconsistent with previously observed skill levels) as well as objective information that any prohibited acts of this section may have been violated. A hunch or other such subjective opinion shall not be considered reasonable.

If an employee is going to be ordered to submit to a reasonable suspicion test, the employee may request that a witness be present at the time the order is given to the employee.

All tests will be conducted only while the employee is on duty.

The Village shall use a facility which is licensed or certified by the State of Illinois and the federal government to perform all drug and alcohol testing and shall be responsible for maintaining a proper chain of custody. The Village shall also use the services of a Medical Review Officer (MRO). The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. Urine specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. If the first test results in a positive finding based upon the applicable cutoff standards, a GC/MS confirmatory test shall be conducted on the same sample. An initial positive test result shall not be reported or submitted to the Village; only GC/MS confirmatory test results will be reported to the Village Administrator or designee. The Village shall provide the employee with a copy of any test results that the Village receives. A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory licensed or certified by the State of Illinois and the federal government to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense, provided that (1) the employee must request such re-test within four calendar days from the day the employee is notified of the verified positive test result, and (2) the Village may place the employee on administrative leave (which may or may not be paid as provided below), pending the results of any such re-test. Where the employee requests another confirmatory test, the original testing laboratory shall directly transfer the test sample to the certified laboratory of the employee's choice. Upon receipt of the test sample the employee's lab shall be responsible for maintaining chain of custody for any specimen used for a re-test requested by the employee.

Cutoff Standards. The cutoff standard for determination of a positive finding of alcohol shall be at a blood level of .04 or more grams of alcohol per 100 millimeters of blood, provided, however that an employee with an alcohol concentration of between .029 and .039 maybe removed from work and placed on sick leave for a period of at least twenty-four (24) hours and may be subject to an oral or written reprimand. The cutoff standards for the determination of a positive finding of drugs shall be:

Substance	Initial Tst Level	GC/MS Confirm Test Level
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL

Cocaine Metabolites	300 ng/mL	150 ng/mL
Marijuana Metabolites	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	300 ng/mL
Methaqualone	300 ng/mL	300 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL

Test results below the foregoing cutoff standards shall be considered negative. The following are strictly prohibited by this policy:

1. The on duty use, sale or possession of controlled substances as well as the illegal use, sale or possession of controlled substance while off duty may subject the employee to discipline up to and including termination. "Controlled Substances" means all drugs for which the use, sale or possession is regulated by federal or state law.
2. The abuse of prescription drugs, which includes using them in a manner different from what is prescribed by the employee's healthcare provider, as well as the use, possession or testing over the cutoff standards for alcohol while on duty and the testing over the cutoff standards for controlled substances while on duty.

A violation of any of these prohibitions listed in paragraph two above may subject the employee to a suspension without pay of no more than twenty-four (24) consecutive duty hours for a first offense. The failure to promptly disclose to the Chief or his designee any restrictions from prescription medications upon an employee's ability to perform the employee's work safely is prohibited and may subject the employee to a suspension without pay of no more than twenty-four (24) consecutive duty hours for a first offense.

Nothing herein shall be construed to prevent an employee from asserting, or the Village or any forum considering, that there should be treatment in lieu of discipline in any proceeding. Suspensions or terminations shall be subject to the jurisdiction of the River Forest Board of Fire and Police Commissioners; lesser disciplinary action shall be subject to the grievance procedure. All other issues relating to the drug and alcohol testing process (e.g. whether there is a reasonable suspicion for ordering an employee to under take a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedures set forth in this Agreement.

If the test results are negative, the employee shall be compensated for all time spent on administrative leave pending the results of the test. Nothing herein prohibits disciplinary action if an employee has engaged in conduct which would warrant discipline in accordance with section on discipline independent of any suspected violation of actions prohibited by this section.

If the test results are positive for alcohol or for any controlled substance, the employee shall not be compensated for any time spent on administrative leave related to the testing process or time the employee cannot work while seeking to become eligible to return to work.

If an employee tests positive or is otherwise determined to have a first violation of either of the prohibited acts of this section, and the Village does not seek termination for an initial violation, the employee shall not be permitted to return to work until the employee has undergone an evaluation by a qualified substance abuse professional, and has entered and successfully completed at least the initial stages of any treatment or education program recommended by that substance abuse professional. Such employee shall be referred to the Employee Assistance Program for evaluation and therapeutic referral. A referred employee shall have the right to evaluation and a program of therapy by an agency not connected with the Village, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and it has been approved by the Village, which approval shall not be unreasonably withheld. The costs of either the Village EAP or an outside program shall be paid by the Village to the extent such costs are covered by the Village's health insurance program. If an employee refuses such referral, or upon referral, refuses to participate in recommended therapy, discipline may be imposed up to and including discharge. Following any disciplinary suspension, the employee may not return to work unless and until the employee can take and pass a return to work drug and/or alcohol test with a negative result. The employee will also be required to enter into a work agreement permitting the Village Administrator or his designee to communicate with the employee's treatment provider regarding his or her successful completion of any treatment or education program, including unannounced follow-up testing for a period of up to one year, or as recommended by the treatment provider, with no more than six (6) tests being conducted within the first twelve (12) months following an employee's return to work.

If the employee tests positive a second time or is otherwise determined to have violated any prohibited acts of this section a second time, either during the therapy period or thereafter, the employee may be subject to discipline up to and including discharge.





An employee may always voluntarily seek assistance from the EAP before testing positive or being asked to submit to a test, and will not be subject to discipline for voluntarily seeking such assistance

Except for violation of any prohibited acts of this section, employees who are referred to the Employee Assistance Program, as provided above, shall not be disciplined, as long as the referred employee is pursuing in good faith any recommended therapy, and the employee may not return to work unless and until he/she can take and pass a return to work drug and/or alcohol test with a negative result.


Assistance with drug and/or alcohol problems shall be held strictly confidential by the Employee Assistance Program, and the Fire Chief, Village Administrator, and the EAP Administrator shall be the only Village personnel, informed of any such request or of any treatment that may be given and they shall hold such information strictly confidential. Moreover, employee positive results will be treated as confidential and shared with other Village personnel only on a need-to-know basis. All information and records related to an employee's drug and/or alcohol use, or treatment and assistance records will be released by the Village only pursuant to a written authorization made and signed by the employee, to defend itself in any legal or administrative proceeding brought by the employee against the Village, or as otherwise may be required by law.

**1401.24 SIGNATURES**

For IAFF LOCAL 2391 (Fire Lieutenant Bargaining Unit):

  
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For Village of River Forest:

  
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**1401.25 APPENDIX**

See attachment: Side Letter 1 Wage Increase

See attachment: Side Letter 2 VEBA Account

See attachment: Letter of Understanding