A Labor Agreement

Between

The Village of Lansing

And

The Lansing Professional Firefighters Association

International Association of Firefighters

Local #3709

May 1, 2015 - April 30, 2018
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AGREEMENT

ARTICLE I PREAMBLE

This agreement is entered into by the Village of Lansing (hereinafter referred to as the "Village" or "Employer") and the Lansing Professional Fire Fighters Association, Local 3709, of the International Association of Fire Fighters, AFL-CIO-CLC (hereinafter referred to as the "Union") for the basic purpose of promoting harmonious relations between the Union and the Employer; to encourage and improve efficiency and productivity in the workplace; to establish a peaceful procedure for the resolution of grievances, as provided herein, and to establish an agreement covering all rates of pay, hours of work and conditions of employment applicable to all bargaining unit employees during the term of this Agreement.

ARTICLE II RECOGNITION

Section 2.1 Recognition

The Village recognizes the Union as the sole and exclusive bargaining representative for all full-time lieutenants, engineers and firefighters. These job titles may be combined with paramedic or/ E.M.T. Excluded from this agreement are the Fire Chief, Assistant Chiefs, part time or Paid-On-Call personnel, civilian employees, all managerial, supervisory, confidential, professional and short term employees as defined by the IPLRA and all other employees of the Village of Lansing.

Section 2.2 Duty of Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agree to indemnify, defend 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) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation. The Village shall not promote or instigate any litigation regarding the issue of fair representation. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense through its own legal counsel provided:

(A) The Employer gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires; and

(B) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and appellate levels.
ARTICLE III UNION SECURITY AND RIGHTS

Section 3.1 Dues check-off

While this agreement is in effect the Village will deduct from the paycheck of each employee, once each pay period the Union dues per rank, in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees covered by this Agreement who individually request in writing (on a voluntary check-off form provided by the Union) that such deductions be made. The Village will honor all properly executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement shall supersede. Total deductions collected for each pay period shall be remitted to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the ten (10) days after the deduction is made by the employer. The Union agrees to refund to the employee any amounts paid to the Union in error. A bargaining unit member desiring to revoke the dues check off may do so within thirty (30) days of the expiration of this Agreement or more frequently if so required by law upon written notice to the Village and the Union. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's responsibility with regard to such cases unless provided elsewhere in this Agreement.

Section 3.2 Fair Share Fee

During the term of this Agreement the employer agrees to make a payroll deduction each pay period, for the fair share fee by rank, in the amount certified to be current by the Secretary Treasurer of the Union. Any present employee shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of union dues) of the cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this Agreement shall, on or after the thirtieth (30th) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform monthly dues and/or assessment(s) paid by a member to the Union, less that portion of said dues and assessment(s) which are or may be used for political purposes.

Section 3.3 Involuntary Deductions

In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the employer by the Secretary-Treasurer of the Union and forward such sums to the union within seven (7) days of the deduction.
Section 3.4 Objections on Religious Grounds

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

Section 3.5 Objections on Other Grounds

Any employee making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with any such objection shall process his/her objection in accordance with the procedure set forth in Appendix A, attached hereto and made a part of this agreement.

Section 3.6 Union Indemnification

The Union shall indemnify and hold harmless the Village and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken by the Village in the course of or for the purpose of complying with the provisions of this Article. If it is determined that an improper deduction has been made resulting in an overpayment to the Union, the Union shall refund any such amount directly to the involved employee, with notification to the Village.

Section 3.7 Union Business Leave

An employee may utilize accumulated vacation leave or shift exchange in accordance with the terms of this agreement or the requirements of law for legitimate Union business such as Union meetings, locally or outside the Village of Lansing; such time shall not be detrimental to the employee.

Section 3.8 Non-Employee Union Representative's Access

One (1) non-employee Union representative shall have access to the Fire Department for the purpose of resolving a grievance, which has been appealed to the third step of the grievance procedure, unless the Village has a non-employee representative at an earlier step in which case the Union may likewise have a non-employee representative present at that step under the following conditions: To receive access, the representative must provide at least sixteen (16) hours' advance notice to the Chief or his/her designee; limit the length of the visit to not more than two (2) hours, and conduct the visit at a time which will not
unduly disturb the other employees who are working. In the event a resource person or legal
counselor is needed to assist the representative, such person shall receive access with the
representative under the conditions stated above.

Section 3.9 Discrimination

Neither the Union nor the Village will discriminate against any employee covered by
this agreement in a manner which will violate either federal or state law because of race,
age, religion, creed, sex, national origin, or union activity. All discipline against non-
probationary members of the bargaining unit shall be for just cause.

Section 3.10 Union Bulletin Board

The Village shall provide space in Fire Station Two for a bulletin board, which shall
be provided by the Union and shall be limited in size to no larger than approximately
24"x36". The Union shall be allowed to post official Union notices of a non-political, non-
inflammatory nature (although intra-union political notices may be posted). The Union shall
limit all postings to this board.

ARTICLE IV MANAGEMENT RIGHTS

Section 4.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the
Village retains all traditional rights consistent with state and federal law 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 management
of its operations in all respects, including all rights and authority possessed 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 mission, objectives, policies, budget, and
budgetary priorities; to determine and set all standards of services offered to the public; to
levy taxes; to supervise and direct the working forces; to establish the qualifications for
employment and employ employees; to schedule and assign work; to establish work and
productivity standards, and from time to time, to change those standards; to assign
overtime; to determine the methods, means, organization and number of personnel by which
Village services shall be provided; to determine whether services are to be provided by
employees covered by this agreement; to make, alter and enforce reasonable rules,
regulations, orders and policies; to evaluate and transfer employees; to discipline, suspend
and discharge employees for just cause (probationary employees without cause); to layoff
or relieve employees due to lack of work or funds or for other legitimate reasons; to change,
relocate, modify, or eliminate existing methods, equipment or facilities; and to carry out the
mission of the Village; provided, however, that this Article is not intended to expand
management authorities beyond those possessed by the Village pursuant to state and/or
federal law, and provided further that the exercise of any of the above rights shall not
conflict with any of the express written provisions of this Agreement.
Section 4.2 Rules and Regulations

Employees shall be required to comply with all properly noticed reasonable rules and regulations, policies and procedures of the Fire Department assuming such are not inconsistent or in conflict with the terms of this Agreement. New or revised rules, regulations, policies, and procedures may be established from time to time. Except in an emergency, the Union will be given notice of proposed changes and a reasonable opportunity to discuss such changes with management before they are finalized. Rules will become effective upon posting and discipline will not occur until seven (7) days after posting or if in the case of time off the employee will be given one (1) shift upon returning to work. Rules, regulations, policies, and procedures shall be fairly and equitably administered and enforced, and shall be subject to the grievance procedure as provided herein.

Section 4.3 Departmental Duties

The normal duties of employees shall be related to fire suppression, prevention, extinguishment, and extrication, the delivery of emergency medical services, training, house duties, and maintenance incidental to the operation of the department, or upkeep of facilities, involvement in public education or other interrelationships with Village residents and citizens, duties which have previously been performed by departmental employees, and other such reasonable and bona fide duties as may be assigned for time to time by the management of the department. The above shall be scheduled at reasonable times.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 5.1 Regular Work Day, Work Week, Work Cycle

Beginning with the effective date of this contract, the regular work day for employees covered by this agreement shall be as listed below.

Section 5.1.1 Personnel Regularly Assigned Fire Suppression I E.M.S. Duties

These employees shall work twenty-four (24) consecutive hours, followed by forty-eight (48) consecutive hours off. Shift starting and ending times shall be prescribed by the Fire Chief or his designee and the Union. Provided, that there will be no cost to the village on the day of implementation. A Kelly day will be taken on every tenth (10) shift worked by the employee.

Section 5.1.2 Personnel Regularly Assigned to the Fire Prevention Bureau

Any employee regularly assigned to the Fire Prevention Bureau shall work one (1) eight hour shift per day, Monday through Friday with Saturday and Sunday off. The regular work cycle shall be eighty (80) hours per two-week pay period. Shift starting and ending times shall be as prescribed by the Fire Chief or his designee.
Section 5.2 Changes in Normal Work Cycle, Period or Work Day

The Shifts, work days and hours (established consistent with Section 5.1.) to which employees are assigned shall be posted on the department work shift schedule. Management agrees to meet with all employees covered by this agreement to establish the department work schedule. This meeting will take place on the second Thursday in November. At this meeting management agrees to give due consideration to scheduling conflicts which may occur with employees. After this meeting management will establish a work schedule for the following calendar year. Changes in normal work shifts may be made only for temporary periods to deal with temporary operating needs or due to extraordinary emergency circumstances. The Village will give as much advance notice as practicable of such change to the individual affected by such change, and will restore the normal work schedule once the temporary circumstances requiring the changes have passed. When changes are needed, management will make those changes in inverse order of seniority and if required in inverse order of seniority in rank to the extent possible.

Section 5.3 Overtime Compensation

Overtime at the rate of one and one-half (1 & ½) times the employee's basic hourly rate shall be paid for all hours worked on duty which exceeds the regular hours as defined by this Article. "Regular hours worked" for the purpose of this Article shall include paid holidays, paid vacation hours, and personal hours off, but shall not include hours off work because of disciplinary suspension or hours off work due to a voluntary trade initiated by the employees involved in the duty trade. The regular straight time hourly rate of pay shall be computed by dividing the employee's annual salary (in accordance with existing practice) by the scheduled annual hours of duty to which the employee is regularly assigned (2630). Employees covered by this agreement are paid a salary for defined work schedules. This section is intended to define how work in excess of defined work schedules is to be paid.

Section 5.4 E.M.S. Pager System Compensation

Employees who respond to off duty E.M.S. calls will be compensated as follows:

A minimum of two (2) hours pay for each call responded to.
All compensation is paid at the employee's overtime rate of time and one-half.

Section 5.5 Additional Work Distribution

When the need for additional work during the regularly scheduled shift described in Section 5.1. exists due to the lack of manpower, vacations, sickness, injury, or other unforeseen causes, and where the Village has generally utilized off duty bargaining unit personnel to perform such work in the past, then such additional work shall be offered to the bargaining unit member(s) in the manner described herein. The employer shall establish and periodically up-date a departmental additional work assignment list, initially established by seniority, which list shall be posted at Station#2. Additional work shall be offered on a rotating seniority basis to those employees within the Department who are
qualified to perform the work when and where such additional work is required. An employee shall move to the bottom of the additional work list only if he/she refuses or works the additional work which is offered. If no employee accepts the additional work, or where there does not exist time to contact further bargaining unit members because of the circumstances then presented, the Village may force the qualified employee with the least seniority who is reasonably available to work such additional work. If an employee demonstrates that he has not been offered an additional work opportunity(s) as required by this Agreement, as a remedy such employee shall be given first preference for an additional work opportunity(s) until the error has been corrected. In the event no bargaining unit employee can be secured to perform the work referenced above after exhausting the work assignment list, the employer may offer this work to qualified P.O.C. employees of the Village. It is further understood that the foregoing procedure does not apply when the need for additional work arises under emergency circumstances where there is insufficient time to fill the shortage by calling in employees from the additional work list. In such circumstances the shortage may be filled by a qualified Village employee on the emergency scene who is immediately available provided that a bargaining unit employee shall have preference where two or more Village employees are available for such assignment.

Section 5.6 Employee Shift Exchange.

Employees shall have the right to exchange full or partial shifts with another employee, except that shift exchanges between Lieutenants shall be between employees of that rank only or engineer if no Lieutenant is available and all other employees must be of equal skills, as requested by the employee. Except for family emergencies, which may suddenly arise, the shift exchange must be arranged for in the following manner:

(1) The shift exchange must be requested in writing, signed by both the employee requesting the exchange, and the employee with whom the exchange will be made, and reviewed by a shift leader;

(2) The request must be submitted to the Chief or his designee in writing;

(3) The exchange will not create overtime, or interfere with departmental operations or special training and;

(4) Union members will be allowed to switch Kelly days within a twenty-eight (28) day period, within their shift, and with the same restrictions that apply to a normal shift exchange. To maintain the contractual obligation of having no more than two (2) bargaining members off per shift, management and the union also agree that in the case of a new hire creating a third person off by virtue of their Kelly day, management has the right to move that Kelly day within a twenty-eight (28) period to a day that would not create an open shift. If there is no day available within a twenty-eight (28) period to satisfy that dilemma, the individual will be granted their Kelly day as originally scheduled and the open shift would be filled in the normal fashion.
Section 5.7 No Pyramiding

Compensation shall not be paid nor compensatory time allotted more than once for the same hours under any provision of this Article Agreement.

ARTICLE VI SICK LEAVE

Section 6.1 Purpose

Sick leave shall be used for the purpose for which it is intended, that being to provide protection against the loss of pay due to illness of the employee. Sick leave may not be converted into any other form of compensation, except as specified in Section 6.2.2. For the purpose of this Article, “Sick” is defined as a temporary illness with reasonable expectation to return to work.

Section 6.2 Sick Leave

Employees who are unable to work due to their personal illness shall be compensated for their sick leave absence as prescribed in the following:

Section 6.2.1 Incidental Sick Leave

Each employee covered by this agreement shall be entitled to eighteen (18) sick leave periods per calendar year. Each sick leave period shall be no more than twelve (12) hours in duration. (Example: an employee working a 24 hour shift who calls off for their entire shift uses two (2) sick leave periods.) Employees regularly assigned to the Fire Prevention Bureau will receive nine (9) eight (8) hour sick leave periods.

Section 6.2.1.1 Family Sick Leave

Three (3) of the sick leave periods as stated in section 6.2.1 may be used for immediate family illness (spouse or child).

Section 6.2.2 Catastrophic Sick leave Bank

In addition to the Sick Leave periods described in Section 6.2.1, each employee covered by this agreement shall have established a "Catastrophic Sick Leave Bank". When an employee is unable to work, either at full or restricted duty, due to an extended illness or injury, as verified by his/her physician for a period longer than two (2) calendar weeks, they may utilize their Catastrophic Sick Leave Bank as defined in this section. If the employee's inability to work extends beyond their allotted Catastrophic Sick Leave Bank, they may utilize unused vacation and/or personal time. New employees will have credited to their Catastrophic Sick Leave bank, an initial allotment of twenty-seven (27) catastrophic sick leave periods for their first year (eighteen (18) catastrophic sick leave periods for 24 hour shift employees). In addition to the initial allotment of Catastrophic Sick Leave Periods, at the end of each calendar year, each employee will have credited to their Catastrophic Sick Leave bank, any unused Incidental Sick Leave periods, up to a maximum of two-hundred (200) sick leave periods (one hundred thirty-four (134) for 24 hour shift employees). An employee at the time
of their retirement may sell back their unused sick leave periods up to a maximum of thirty-four (34), at their regular hourly rate of pay. An employee is not required to utilize incidental sick leave periods before they can begin using catastrophic sick leave periods, if they have a catastrophic injury. The Catastrophic Leave Bank is not to be used, and is not intended to be used, as an extended sick time allowance after employees’ annual sick time has been exhausted.

Definitions:

Catastrophic Illness or Injury- A catastrophic illness or injury is defined as a serious debilitating illness, injury, impairment, or physical or mental condition that is present for a minimum of seven calendar days, and that involves:

- A period of illness, injury or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or A period of illness or injury requiring absence of more than two weeks (or five consecutive regularly scheduled days for 24 hour shift employees) from work and that also involves continuing treatment by (or under the supervision of) a licensed health care provider; or

- A period of illness or injury (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.) that requires the employee to be absent from work for more than two weeks (or five consecutive regularly scheduled days for 24 hour shift employees) work days; or

- A period of illness or injury that is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc.) and that requires the employee to be absent from work for more than two weeks (or five consecutive regularly scheduled days for 24 hour shift employees) work days; or

- An illness or injury which requires multiple treatments (including any period of recovery therefrom) either for restorative surgery after an accident or other injury, or for a chronic condition, i.e., cancer or kidney disease. The qualifying period is not required for each treatment.

Employees must promptly provide appropriate verification of a catastrophic illness or injury or catastrophic event to the Fire Chief or his designee (e.g., medical certification of an employee’s illness).

Section 6.3 Sick Days Used

If an employee is unable to work due to illness, the employee must inform the Chief’s on-duty designee, as soon as possible but no later than the start of his/her scheduled work day. An employee’s failure to inform the Chief’s on-duty designee each day of absence, or at agreed intervals in the event of an extended illness, shall result in disciplinary action (including, but not necessarily limited to loss of a days pay), provided it is within the employee’s power to so notify the Chief’s on-duty designee.
Section 6.4 Abuse of Sick Leave

Abuse of sick leave is a serious matter. The Village retains the right to take corrective steps to deal with abuse of sick leave. Such corrective steps may include, but are not limited to, reasonable medical consultations and disciplinary action.

Section 6.5 Outside Employment Injury

An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment which is covered by Workman's Compensation.

Section 6.6 Restricted Duty

An employee who is sick or injured, and who is certified by the Fire Department Physician as unable to perform his/her regular duties, (subject to a second opinion by the employees physician; if the two (2) doctors disagree then a physician agreed by them shall evaluate the employee and this decision will be controlling), may be assigned fire related restricted duty, subject to the following conditions:

1. The assignment and working hours to restricted duty is solely at the discretion of the Fire Chief, or his designee.

2. The type of restricted duty assigned will be based upon the nature of the employee's illness or injury, and whether or not they possess the qualifications necessary for the assignment.

3. Such restricted duty will be temporary in nature. All bargaining unit employees shall receive equitable consideration in the application of this section. There shall be no loss of benefits to which the employees is otherwise entitled while the employee is on restricted duty.

ARTICLE VII ADDITIONAL LEAVES OF ABSENCE

Section 7.1 Discretionary Leaves

The Village may grant a leave of absence, without pay to any employee, subject to stipulations which are mutually agreed upon between the Village and the employee and which are not inconsistent with any specific provision of the Agreement. The Village shall require the employee to make written request setting forth the reason(s) for the leave.

Section 7.2 Jury Leave

Employees who are required to serve on a jury shall sign their jury duty checks over to the Village, for the days the employee took off from work. The Village shall compensate such employees at their straight-time rate of pay for each day actually spent on jury duty, provided that the employee was regularly scheduled to work that day. Employees shall report to work during any part of their duty shift that they are not required to be in court for jury duty or as ordered by
Section 7.3 Family and Medical Leave

Employees who have been employed by the Village for at least twelve (12) months and who have worked or have been paid for 1,250 hours are eligible for up to twelve (12) weeks total of unpaid leave per calendar year for those reasons stated under the Federal Family & Medical Leave Act of 1993.

For the purpose of this section an "immediate family member" is an employee's son, daughter, spouse or parent. A son or daughter is a child either under the age of eighteen (18), or eighteen (18) years of age or older, but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The Village may require certification from the health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for the purposes of the Family & Medical Leave Act. This would normally end six (6) weeks after a normal birth or eight (8) weeks after a Cesarean section. Employees must provide the Village with thirty (30) days' notice if possible before taking such leave, or notify the Village as soon as practical. Before going on unpaid leave status for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused vacation leave, or may, at their option retain up two (2) days of vacation leave. Before going on unpaid leave status for the serious health condition of the employee (excluding any leave covered by the Public Employee Disability Act, 5 ILCS 34511) requiring inpatient care or continuing treatment, an employee is required to use all accrued unused sick leave, all accrued unused vacation leave, or may, at their option, retain up to two (2) days of vacation leave. Before going on unpaid leave status for the serious health condition of a family member requiring inpatient care or continuing treatment, an employee is required to use up to two (2) accrued unused sick leave days or accrued unused vacation leave, or may, at their option, retain up to two (2) days of vacation leave. In the event an employee does not return to Village employment after taking leave under this Section, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave. An employee will not be required to reimburse the Village for any insurance premiums if employment terminates due to long-term disability or death.

Section 7.4 Funeral and Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) duty days off with pay, if they work an eight (8) hour shift, or one shift day if they work a twenty-four (24) hour shift. The term "immediate family" shall include only the employee's father, mother including step parents, sister, brother, spouse, child (including step and half), mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and any relative living in the household. The leave shall commence immediately following the death of such person, and is for the sole purpose of assisting with arrangements and attending funeral services. This leave may be extended at the discretion of the Fire Chief or designee. In addition, employees may be granted, at the sole discretion of the Chief, a leave of one (1) work/shift day with pay to attend the funeral of any other family member.
Section 7.5 Military Leave

Military leave will be granted in accordance with applicable State and Federal Laws.

Section 7.6 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless specifically approved by the Mayor of the Village of Lansing. Employees who engage in unauthorized employment elsewhere during such leave may be immediately terminated as provided in this agreement.

ARTICLE VIII VACATIONS

Section 8.1 Vacation

The following vacation eligibility schedule shall apply to all employees covered by this agreement:

After one (1) year of service and Certification .......... 10 work days .... 5 shift days
After five (5) years of service .............................. 15 work days .... 7 shift days
After ten (10) years of service .............................. 20 work days .... 10 shift days
After fifteen (15) years of service ............................ 25 work days .... 12 shift days
After twenty (20) years of service ............................ 30 work days .... 15 shift days

For purposes of this schedule: "Work days are eight (8) hour days worked Monday through Friday. "Shift days" are twenty-four (24) hour shifts. All employees may schedule vacation in single shift day increments. No more than two employees per shift will be allowed off on vacation, personal time, or a Kelly day at the same time. All accrued vacation time must be used in the current year. No carrying over of vacation or personal time into the next year will be allowed, except in the case of a declared emergency as per Section 8.3 or work-related disability of an employee.

If an employee moves from a 24 hour shift to an 8 hour shift because of, for example, a light duty assignment, his/her vacation time taken will be converted to and taken in workdays (i.e. an 8 hour day) in accordance with Section 8.1 of the Agreement instead of Shift days (i.e. 24 hour shift). 24 hour shift employees and 8 hour shift employees will continue to accrue vacation at their normal accrual rate. Usage of vacation while on a 40 hour per week schedule will be converted at a 2:3 ratio. When an employee returns back to a 24 hour shift schedule from a 40 hour per week shift schedule, any partial 24 hour shift of a vacation balance will be rounded up to a full 24 hour shift.

Section 8.2 Vacation Scheduling

Employees shall be awarded vacation time in accordance with Section 8.1. The vacation schedule shall be posted on the first duty day after November first. All employees shall schedule their vacation days before the last day of December. Except under extraordinary circumstances, up to two (2) employees per shift shall be allowed off-duty at any given time. Employees shall select their vacation preferences in the order of seniority, with the most senior employees having
first choice, the next most senior employees having second choice, and so on. Upon completion of the vacation selection process, the vacation schedule will be returned to the Chief, or his designee, for review and approval to ensure that the procedures stated above have been properly met. Vacation scheduling shall be accomplished in two (2) rounds. During the first round each employee may choose the equivalent of two (2) weeks, except employees who have accumulated five (5) weeks may pick the equivalent of three (3) weeks, only two (2) of which may be chosen in the months of June, July, and August. When the first round of vacation selections have been completed, the second round will be chosen without restriction on summer selections. Vacation scheduling takes precedence over personal time.

**Section 8.3 Vacation Cancellation**

Vacations may be subject to cancellation in the event of an emergency declared by the Mayor pursuant to Illinois Municipal Code, or if there exists an emergency personnel shortage which cannot be resolved in any other reasonable manner. Prior to the cancellation of such vacation, if the employee demonstrates to the Village that he will suffer irreparable monetary loss and the Village nonetheless cancels such vacation, then the Village shall recompense such employee for such irreparable monetary loss attributable to such vacation cancellation.

**ARTICLE IX HOLIDAYS**

**Section 9.1 Holidays**

The following are paid holidays for eligible bargaining unit employees:

- New Year's Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Employee's Birthday

If a holiday falls on a Saturday, it shall be observed on the preceding Friday, and if it falls on a Sunday, it shall be observed on the following Monday.

**Section 9.2 Holiday Pay**

Employees will receive an additional eight (8) hours pay at the employee's straight time rate of pay for each of the negotiated holidays. An employee will not receive holiday pay only if the employee calls off sick on the holiday.

**Section 9.3 Personal Time**

Personnel regularly scheduled to the fire prevention bureau will be entitled to seven (7) eight (8) hour personal time periods off without loss of pay per calendar year. Personnel working 24 hour shifts shall have two (2) twelve (12) hour personal time periods off without loss of pay per calendar year.
Section 9.4 Scheduling Personal Time

All requests must have a minimum of twenty-four (24) hours of advanced notice. Employees will request personal time off on the approved form, which will be submitted to their shift leader, who will review it for compliance with policy, initial it if the request is in compliance, and forward the request to the Chief or his designee for final approval. Approval will be granted provided that there are not already two (2) employees scheduled off from the employee's shift for the date in question. Personal time may be cancelled or rescheduled if, in the opinion of the Chief or his designee, an emergency personnel shortage exists that cannot be resolved in any other reasonable manner, such as a fill-in with a call back.

ARTICLE X TUITION ASSISTANCE PROGRAM

Employees covered by this Agreement are eligible for tuition assistance under the Tuition Assistance Program, as prescribed in Appendix B.

ARTICLE XI UNIFORMS AND EQUIPMENT

Section 11.1 Original Issue

Employee's beginning employment will be issued protective clothing, including turnout gear and uniforms in accordance with the general principles of Appendix C. The Chief may make reasonable additions to or deletions from Appendix C after first notifying the Union and, upon request, briefly discussing the proposed addition or deletion with the Union's designated representative(s). Employees shall be responsible for complying with all reasonable rules and regulations pertaining to turnout gear or protective clothing and shall keep same in neat and proper condition at all times. All uniforms and turn-out gear shall reasonably comply with generally accepted industry standards, such as comparable communities, and other independently recognized entities, organizations, and/or persons.

Section 11.2 Replacement

The employer agrees to replace clothing and equipment, including turnout gear, which it customarily issues to its employees when; (1) The clothing or equipment is damaged beyond repair; or (2) The clothing or equipment is worn because of reasonable wear and tear. All such equipment shall comply with all regulations which are imposed upon the Village by law.

ARTICLE XII SENIORITY, LAYOFF AND RECALL

Section 12.1 Definition of Seniority

Seniority shall be based on the employee's length of service from the last date of continuous full-time employment as a sworn or commissioned Firefighter in the Village of Lansing. Seniority shall not accumulate during authorized leaves of absence without pay, unless the Chief and the employee agree otherwise, or as otherwise provided by law. Conflicts in seniority between two or more employees otherwise having the same seniority shall be determined on the basis of the order of the employees on the Board of Fire & Police
Commissioner's hiring list, with the employee higher on the list being the more senior.

**Section 12.2 Probationary Period**

(A) All new employees, those hired after loss of seniority, or those promoted within the bargaining unit, shall be considered probationary employees until they have completed their probationary period.

(B) The probationary period will be a minimum of twelve (12) months, and for newly hired employees may be extended up to a maximum of eighteen (18) months, at the discretion of the Chief, if needed to fulfill all of the requirements of the position.

(C) There shall be seniority among probationary employees for layoffs and vacation bidding.

(D) During his probationary period, a newly hired employee may be disciplined at any time, without recourse.

**Section 12.3 Seniority List**

On or about January 1 of each year, the Village will post and provide the Union President with a list of all employees' seniority dates. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) days after posting of the list.

**Section 12.4 Layoff**

In the event it becomes necessary to lay-off employees, employees shall be laid-off in the inverse order of their seniority as provided in Illinois Statutes, 65 ILCS 5/10-2.1-18.

**Section 12.5 Recall**

(A) Employees who are laid off shall be placed on a recall list for forty eight (48) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they were laid off without further training.

(B) Personnel who are required to be licensed Paramedics or E.M.T.'s shall maintain their license during their layoff in order to qualify for recall. The Village will allow such laid-off employees to attend re-licensure continuing education sessions (without compensation, except for the system re-entrance examination issued by the resource hospital) to the extent necessary to obtain the required number of field hours and classroom instruction to maintain their license. Such training sessions shall be scheduled by the resource hospital.

(C) Employees who are eligible for recall shall be given sixteen (16) calendar days' notice of intent to return to work and notice shall be sent to the employee and the Union by certified or registered mail. The employee must notify the Fire Chief or his designee of his
intention to return to work within five (5) days of receiving notice of recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If the employee fails to timely respond to the recall notice, receipt will be presumed eleven (11) days after mailing. 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 for all purposes and the employee relationship shall be terminated if the employee:

1. Quits;
2. Is discharged for just cause;
3. Retires or is retired;
4. Fails to return to work at the end of an approved leave of absence, except for good cause shown;
5. Fails to return from layoff as outlined in section 12.5;
6. Is laid off or otherwise does not work as a firefighter in the Village (except for absence due to on-the-job injuries compensated under Workman's Compensation, or military service) for a period longer than one year beyond the term of this Agreement.

ARTICLE XIII RESIDENCY

All employees covered by this document shall reside within the village limits in compliance with The Village Ordinance for the first five (5) completed years of service. All employees can move out and reside anywhere after the completion of five (5) years of employment with the village.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 14.1 Definition

A "grievance" is defined as a complaint arising under the Agreement raised by an employee and/or the Union against the Village alleging that there has been as to the grievant, or a group of employees, a violation, misinterpretation or misapplication of an express provision of this Agreement. Grievances relating to disciplinary action shall be subject to the limitations specified in section 22.7.

Section 14.2 Procedure

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

(00312896.DOCX v. 1)19
Step 1: Any employee who has a grievance, or the Union if a Union grievance, shall submit said grievance to the Assistant Chief on a form mutually agreed to by the parties. The grievance shall contain a complete statement of facts, the Article(s) and Section(s) of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented in writing no later than ten (10) calendar days from the date of this occurrence, or within ten (10) 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 Assistant Chief (or other immediate supervisor) shall render the Employer's 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, or the Union if a Union grievance, in writing to the Fire Chief within seven days after receipt of the Village's answer under Step 1. The Fire Chief or his designee shall investigate the grievance within seven (7) calendar days of such investigation, offer to discuss same with the grievant and a representative of the Union, if requested by the grievant, or representative of the Union if a Union grievance, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide the Employer's written answer to the grievant within seven (7) calendar days of the above described discussion.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 3 of the Grievance procedure, it shall be submitted by the employee, in writing, to the Mayor of the Village of Lansing within seven (7) calendar days after receipt of the Village's answer to Step 2. The Mayor or his designee shall investigate the grievance and, within seven (7) calendar days, offer to discuss the grievance with the grievant and a representative of the Union, if requested by the grievant, or representative of the Union if a Union grievance, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Mayor or his designee shall provide a written answer to the grievant within seven (7) calendar days of the meeting.

Section 14.3 Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within seven (7) calendar days of receipt of the Village's written answer as provided to the employee at Step 3.

(A) The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) business 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. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated 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 arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and the Village witnesses and representatives. The parties may, by mutual request, provide for an expedited arbitration.

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

(D) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later.

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

(F) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally by the Village and the Union; provided, however, that each party shall be responsible for compensating its own witnesses.

Section 14.4 Limitations on Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 3 if it is an employee grievance or Step 2 if it is a Union grievance 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, in any way, force and effect of Law. Any decision or award of the arbitrator rendered within the prescribed limitations of this Agreement shall be final and binding upon the Village, the Union and the employee(s) covered by this Agreement.

Section 14.5 Self-Representation

Nothing in this Agreement prevents an employee from presenting a grievance without the intervention of the Union, provided that any settlement made shall not be inconsistent with the terms of this Agreement.

Section 14.6 Scheduling Grievance Meetings

The Village will attempt to schedule grievance meetings at a time which does not interfere with the work of the bargaining unit members whose presence is necessary at the particular meeting in question. If, however a meeting is scheduled at the request of the Village during working hours of the grievant or the designated Union officer whose presence is requested by the
grievant, both parties will be released from duty to attend the meeting without loss of pay. The
names of the employees selected as Stewards and other local Union representatives who may
represent employees at the appropriate step(s) of the grievance procedure shall be certified in
writing to the employer by the Union. A local Union representative, whose participation, in
grievance meetings held pursuant to the provisions of this Article, if called for in this Article
shall be released from work without loss of pay to attend such meetings. Grievance meetings shall
be scheduled in a manner, which do not interfere with Village operations.

Section 14.7 Time Limit for Filing

No Grievance shall be entertained or processed unless it is submitted at Step 1 within ten
(10) calendar days after the occurrence of the event first giving rise to the grievance or within ten
calendar days after the employee, or the Union, through the use of reasonable diligence, could
have obtained knowledge of the occurrence of the event giving rise to the grievance. 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. If a grievance is not appealed to the next
step within the specified time limit, or any agreed upon 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 grievant 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.

Section 14.8 Miscellaneous

No member of the bargaining unit shall have any authority to respond to a grievance
being processed in accordance with the grievance procedure set forth in this Article. Moreover,
no action, statement, agreement, settlement, or representation made by any member of the
bargaining unit shall impose any obligation or duty or be considered to be authorized by or
binding upon the Village unless and until the Village has agreed thereto in writing. No member of
the bargaining unit shall have authority to discipline employees without review by higher
command, except for oral reprimands.

ARTICLE XV FIRE AND POLICE COMMISSION

All parties recognize that the Board of Fire and Police Commissioners of the Village of
Lansing has certain statutory authority, pursuant to 65 ILCS 5/10-2.1-1 et. Seq., over employees
covered by this Agreement, including but not limited to the right to make, alter and enforce rules
and regulations and to hire, promote and discipline employees. Except as the parties may agree as
to matters related to mandatory subjects of bargaining, nothing in this Agreement is intended in
any way to replace or diminish the authority of the Board of Fire and Police Commissioners.

ARTICLE XVI NO STRIKE-NO LOCKOUT

Section 16.1 No Strike

Neither the Union nor any of its officers, or agents or any employee of the Village of
Lansing will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike,
secondary boycott, picketing, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operation 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. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Article the Union agrees to inform its members of their obligations under this Agreement and to suggest to them to return to work.

Section 16.2 No Lockout

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

ARTICLE XVII OUTSIDE EMPLOYMENT

No employee shall be employed in any other business, position or occupation, including self-employment, which interferes or conflicts in any way with his Village position or with the full and proper performance of his duties. An employee engaged in outside employment must first notify the Fire Chief in writing of such employment. The Chief may deny or withdraw approval of such employment upon just cause. Further, an employee may not engage in any other business, position, or occupation outside of the Village limits which would require him to perform the duties required with the Village without first obtaining a written agreement from such business, position, or occupation to indemnify the Village of Lansing for any liability (including Workers' Compensation or tort liability) which may exist because of the performance of above mentioned duties.

ARTICLE XVIII EMPLOYEE ALCOHOL AND DRUG TESTING

Section 18.1 Statement of Policy

It is the policy of the Village of Lansing that the public has the absolute right to expect that the persons employed by the Village will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty, to set a positive example for the community, and to avoid creating the appearance that they are not fit and able. The purpose of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employee. Any employee who has a detectable smell of alcohol on his breath, regardless of the amount consumed, shall not respond to any emergency call or to any other Fire Department function, such as parades, funerals, officer's meetings, training, etc.

Section 18.2 Definitions

(A) "Under the influence" means, with respect to alcohol, a blood alcohol concentration of .02 percent or more, or an appearance, behavior or speech which leads a supervisor to
reasonably suspect that an employee's ability to perform his or her job safely and with normal efficiency has been reduced or diminished by alcohol.

(B) "Under the influence" means, with respect to drugs, the presence of any detectable amounts of a drug or its metabolites, or an appearance, behavior or speech which leads a supervisor to reasonably suspect that an employee's ability to perform his or her job safely and with normal efficiency has been reduced, impaired, or diminished by drugs.

(C) "Illegal drugs" includes any and all controlled substances under Illinois and Federal law, such as, but not limited to, marijuana, cocaine, amphetamines, barbiturates, PCP, opiates, methadone, and methaqualone.

Section 18.3 Prohibitions

Village employees shall be prohibited from:

(A) Consuming, possessing, distributing or being under the influence of alcohol at work;

(B) Possessing, using, selling, purchasing, delivering, or being under the influence of any illegal drug except as may be necessary in the performance of duty; and

(C) Failing to report to the employee's supervisor any known side effects of medication or prescription drugs which the employee may be taking.

Section 18.4 Drug and Alcohol testing permitted

The Village is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. The parties recognize that alcohol abuse and drug use pose a significant threat to the Village's goals.

It is the policy of the Village of Lansing that the public has the absolute right to expect persons employed by the Village in its Fire Department will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Fire Department.

The Village shall also have the right to require random testing of employees covered under this agreement, provided that members of any other bargaining unit within the fire department are also subject to random testing. Random testing will be done on no more than 25% of the bargaining unit members annually. The selection process will be mutually agreed to by the Village of Lansing and the Union.

All employees are subject to a drug and alcohol screening when any of the following circumstances arise:

- An employee personally sustains, or causes others, any injury requiring medical attention at a
medical facility.

- An employee causes significant damage to any vehicle, machinery or equipment.
- An employee is suspected by the Village to have made or caused a significant procedural, operational, or safety violation or error.
- An employee is in an automobile accident while on village business, regardless of fault.
- An employee appears to be impaired because he or she manifests specific, articulable symptoms while working that decrease or lessen his or her performance of the duties or tasks of the employee’s job position, including symptoms of:
  - Change in speech
  - Physical dexterity
  - Agility
  - Coordination
  - Demeanor
  - Irrational or unusual behavior
  - Negligence or carelessness in operating equipment or machinery
  - Disregard for the safety of the employee or others.

Section 18.5 Order to Submit to Testing

An employee that has been ordered to testing by the Village shall be provided with a written notice setting forth the facts and inferences which formed the basis of the order to test. This written notice shall be provided within forty-eight (48) hours of the time the employee is ordered to be tested. Refusal to submit to such test may subject the employee to discipline; the employee’s taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 18.6 Test to be Conducted

In conducting the testing authorized by this Article, the Village shall:

(A) In any case of the employee being suspected of being under the influence of alcohol and/or drugs, a clinical laboratory or hospital facility which is certified by the state of Illinois to perform drug and/or alcohol testing shall be used.

(B) Testing shall be conducted in a manner to ensure that an employee’s legal drug use and diet does not affect the test results.

(C) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(D) Collect a sufficient sample of the same bodily fluid, hair, or material from an employee to allow for initial screening, a confirmatory test, and sufficient amount to be set aside.
reserved for later testing if requested by the employee.

(E) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from alteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

(F) Drug testing shall be conducted by analyzing an employee's blood and/or urine specimen. The analysis is to be performed at a Department of Health Services certified laboratory that is mutually agreeable to both the Union and Village. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial use. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

<table>
<thead>
<tr>
<th>SUBSTANCE</th>
<th>IMMUNOASSAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana Metabolites</td>
<td>50 ng/ml</td>
</tr>
<tr>
<td>Cocaine Metabolites</td>
<td>300 ng/ml</td>
</tr>
<tr>
<td>Opiate Metabolites</td>
<td>300 ng/ml</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>1000 ng/ml</td>
</tr>
<tr>
<td>PCP</td>
<td>25 ng/ml</td>
</tr>
</tbody>
</table>

If the initial testing results are negative, testing shall be discontinued, and all samples destroyed and records of the testing be expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography (GC/MS).
The following list shows the cutoff values:

<table>
<thead>
<tr>
<th>SUBSTANCE</th>
<th>GC/MS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana Metabolites</td>
<td>50 ng/ml</td>
</tr>
<tr>
<td>Cocaine Metabolites</td>
<td>150 ng/ml</td>
</tr>
<tr>
<td>Morphine Codeine</td>
<td>300 ng/ml</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>500 ng/ml</td>
</tr>
<tr>
<td>PCP</td>
<td>25 ng/ml</td>
</tr>
</tbody>
</table>

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

(G) If the employee tested positive, and wants the opportunity to have the additional sample tested. They may do so, by a clinical laboratory or hospital facility of the employee's choosing, at the employee's expenses; provided the employee notifies the Village within (72) seventy-two hours of receiving the results of the test.

(H) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and the confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the employee's interests.

(I) Required that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (note: the foregoing standard shall not preclude the Village from attempting to show that the test results less than .02 demonstrate that the employee was under the influence, but the Village shall bear the burden of proof is such cases.)

(J) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and results.

(K) Insure that no employee is subject of any adverse employment action except emergency temporary reassignment of relief of duty, with pay, during the pendency of any testing procedure, unless there exists independent reason for such adverse employment action.
Section 18.7 Voluntary Request for Assistance

The Village shall not terminate any employee for coming forward and voluntarily seeking treatment, counseling or other support for any alcohol or drug-related problem, except as provided in (G) below, although the Village may require him/her to use paid leave, as the Village deems necessary to conduct its business. The above is subject to the following conditions:

(A) The employee may not escape discipline by first requesting such treatment or leave after violating Village policies or rules of conduct;

(B) The employee must agree to appropriate treatment as determined by a Village designated physician, which may include drug or alcohol testing during treatment;

(C) The employee must immediately discontinue use of illegal drugs or use of alcohol;

(D) The employee must successfully complete the course of treatment prescribed, including any "after-care" for a period of up to twelve (12) months;

(E) Once returned to work, even if still in treatment, the employee must submit to and pass random drug and/or alcohol testing during hours of work for a twelve (12) month period;

(F) No employee will be exempt from termination if he/she seeks voluntary treatment more than one time within five (5) years.

(G) A request for treatment shall not preclude the Village from taking disciplinary action, up to and including termination, where an employee has engaged in conduct which is established by evidence independent of the employee’s request for such assistance and, thus, would otherwise constitute independent grounds for discipline.

ARTICLE XIX INSURANCE

Section 19.1 Cost & Coverage

The Village shall make available to non-retired employees substantially similar group health and hospitalization insurance and life insurance coverage and benefits as provided to the majority of other Village employees who are not members of the Union's bargaining unit. Further, the Village shall, to the extent required by law, make available to retired employees the ability to participate in its group insurance program for individual and dependent coverage, with the premiums to be paid by the retired employee. Arrangements for reimbursement of premiums to the Village should be made with the Director of Human Resources. The Village reserves the right to change insurance carriers or benefits levels, to self-insure, or to participate in a health maintenance organization as it deems appropriate, so long as the new coverage and economic benefits are substantially similar to those provided to the majority of Village employees who are not members of the Union's bargaining unit.

Effective May 1, 2015, Employees shall pay the percentage of the monthly premium cost for village-provided single or family health insurance coverage (dental and major medical insurance
coverage (including health maintenance organization (HMO) coverage and/or Preferred Provider Organization (PPO) coverage) as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost</th>
<th>Year</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>9% of premium cost</td>
<td>2015</td>
<td>18% of premium cost</td>
</tr>
<tr>
<td>2016</td>
<td>9% of premium cost</td>
<td>2016</td>
<td>18% of premium cost</td>
</tr>
<tr>
<td>2017</td>
<td>9% of premium cost</td>
<td>2017</td>
<td>18% of premium cost</td>
</tr>
</tbody>
</table>

Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in Section 18.1 shall be governed by the terms and conditions set forth in said policies. Any question 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.

Dental Insurance

Except as otherwise mutually agreed, the Village shall continue its current coverage and practice concerning dental insurance.

Section 125 Plan

Effective January 1, 1999 or as soon thereafter as reasonably possible, the Village shall establish and maintain in effect an IRC section 125 Plan whereby employees will be able to pay for their share of health insurance premiums with pre-tax earnings as long as it continues to be permitted by the Internal Revenue Code under substantially similar regulations (provisions) which were in effect on the date of the ratification of this Agreement. If the Village expands the scope of the Section 125 Plan (to include pre-tax deductions for unreimbursed medical and childcare expenses) for other Village employees, the expanded Section 125 Plan shall also be available to bargaining unit employees under the same and conditions and on the same date as applicable to other Village employees.

Section 19.2 Life Insurance

Life Insurance shall be provided to all employees covered under this Agreement, at no cost to the employee, in the following amounts:

- 0-10 years of service: $20,000
- More than 10 years of service or engineer or lieutenant: $25,000

Section 19.3 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 remain 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, and pursuing a three-tiered drug card.

Section 19.4 Insurance Plan Administration

Administration of all insurance plans provided by the Village to its employees, and where applicable, to the dependents of employees shall be the sole jurisdiction of the Village administration, as assigned to the Director of Human Resources. This shall apply to all medical, dental, vision care, both provided to the employee and available at optional cost to the employee's family, as well as the life insurance policy provided to the employee.

Section 19.5 Right to Maintain Coverage

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

Section 19.6 Insurance Committee

The Union and the Village agree, to allow the union's insurance committee to attend, and participate in meetings with the village's insurance brokers during the renewal cycle period. The Union will be part of meaningful discussions with the insurance brokers and The Village; however, The Village will have exclusive authority on all purchasing decisions. Absent emergency, The Village will provide The Union with One (1) week's notice for said meetings.

ARTICLE XX FIRE DEPARTMENT SAFETY AND HEALTH COMMITTEE

There shall be created a Fire Department Safety and Health Committee. The membership of this committee shall consist of two (2) members appointed by Management and, two (2) members appointed by the Union. The Fire Chief shall be an ex-officio member of the committee, and serve as its chairman. The committee shall meet as necessary if mutually agreed upon to discuss matters of safety/health that do not involve negotiations or grievance matters. The date and time of the meeting shall be as mutually agreed upon by all sections represented on the committee. The party requesting the meeting will submit a written agenda at least three (3) calendar days prior to the date of the meeting, and the respondent(s) may add to the agenda up to twenty-four (24) hours prior to the meeting. Such meetings may be held during working hours, provided they do not interfere with the operations of the Fire Department as determined by the Fire Chief or his/her designee.

ARTICLE XXI WAGES

Section 21.1 Base Wages

Base annual wages effective May 1, 2015 for all members of the bargaining unit, shall be as listed in Appendix "D", which is attached to, and made part of this agreement. Any changes, adjustments, alterations, or modifications to the amounts listed in appendix "D", shall be through
negotiation between, and mutual agreement of, the Village and the Union.

Notwithstanding the foregoing wage increase, if the State of Illinois Legislature reduces the funding of the Local Government Distributive Funds ("LGDF") by fifteen percent (15%) or more, as compared to the immediate prior year, then the Village may request that the contract be immediately reopened for the purpose of renegotiating wage increase. If the Village makes a request to reopen, the parties will meet and negotiate over wages and the Union's proposed alternatives pertaining to this bargaining unit only, for thirty (30) calendar days. Thereafter, if agreement is not reached, either party may invoke expedited arbitration in accord with the criteria listed in Article 14 of the IPLRA, and mediation shall be waived. The arbitrator shall be selected and the arbitration conducted in strict compliance with the time requirements of Section 14 of the IPLRA, unless mutually agreed otherwise by the parties.

Section 21.1.1 Pre-Hire Agreement

The Village retains the right to enter into a pre-hire agreement with new employees which would require the employee to reimburse the Village for the unreimbursed costs of the employee's basic training should an employee terminate employment within the first twenty-four (24) months from his/her date of hire.

Section 21.2 Overtime Wages

Overtime wages shall be as prescribed in Section 5.3 of this Agreement.

ARTICLE XXII PARAMEDIC SERVICE

Section 22.1 Paramedic Licensure Required

Any firefighter hired before December 19, 1989 may, subject to the Chief's approval which may not arbitrarily be denied, be allowed to withdraw from the paramedic program after ten (10) years of paramedic service with the Village of Lansing Fire Department. This employee shall maintain all pay and benefits for a firefighter of their rank and seniority. Any employee may apply for release from the paramedic program and with priority being given to the most senior employee requesting release, a notice shall be posted in all stations when an employee is seeking release from the paramedic program, thereby allowing any senior paramedics seeking release from the paramedic program an opportunity to apply for release from paramedic duty. A firefighter hired after December 19, 1989 shall be required to serve their career as a firefighter/paramedic.

Section 22.2 Paramedic Incentive Pay

In addition to the employee's base wage, an amount, as listed below, will be added to the employee's base wage for continuous service as a licensed Paramedic:

- 10 through 5 years service: $200 per month
- 6 through 10 years service: $300 per month
- 11 through 15 years service: $400 per month
Employees who are licensed Emergency Medical Technicians- Basic will receive one-half \((1/2)\) the above listed amounts.

**Section 22.3 Paramedic Continuing Education**

An employee who is unable to fulfill his re-licensure continuing education requirements, as prescribed by the Village's designated resource hospital, while on-duty, shall be compensated at the employees applicable rate of pay, for all time spent in attendance at continuing education up to the number of hours required for re-licensure or for attendance at any mandatory training. The Village shall provide at least one copy each of the necessary books, study guides and materials, per station, needed for training and re-licensure. All off-duty continuing education required for relicensure will be scheduled by the bargaining unit member, subject to approval of the Chief or his designee which shall not be unreasonably withheld.

**Section 22.4 Paramedic Certification Test**

Participants in the Paramedic Program shall be required to pass the Paramedic Certification Test before the completion of the probationary period contained in this agreement.

**ARTICLE XXIII GENERAL PROVISIONS**

**Section 23.1 Gender**

Unless the context on which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both masculine and feminine.

**Section 23.2 Vehicle Allowance for Off-Duty Response**

An employee who uses his personal vehicle for responding to an emergency call shall receive $2.00 per call responded to.

**Section 23.3 Fitness for Duty**

If there is any reasonable question concerning an employee's fitness for duty or fitness to return to duty, the Village may require, at its expense that the employee undergo an examination by a qualified physician or other appropriate medical professional selected by the Village. If the employee is found not fit for duty by the parties selected by the Village, the employee, at his expense, may be examined by a physician or other appropriate medical professional selected by the employee. If found fit by the party chosen by the employee, then a third physician or other appropriate medical professional will be selected by the parties previously selected by the Village and the employee to determine whether of not the employee is fit for duty. The initial cost of the third party will be paid by the Village if not covered by insurance. The Village shall reimburse
the employee, if found fit for duty by the third physician or other appropriate medical professional, for any loss of pay or sick time suffered by the employee because of any unreasonable delay in the examination caused solely by the Village. An employee found not fit for duty may apply for sick leave or other leave of absence as provided in this Agreement and/or for a disability pension to the extent provided for by state statute.

Section 23.4 Ratification and Amendment

The Agreement shall become effective when ratified by the Mayor and the Board of Trustees and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with written mutual consent of both parties.

Section 23.5 Liability Coverage

The Village shall provide reasonable liability coverage for employees who are on-duty and operating during the course of and within the scope of their employment with the Village as fire fighters or E.M.S. personnel.

Section 23.6 Safety Rule

On the effective date of this Agreement, the Fire Department, to the extent legally required and consistent with the NFPA 1500 Standard of the Fire Department Occupational Safety and Health Program, Emergency Operations, Sections 6-4.3 and 6-4.4 and OSHA and/or State of Illinois regulations which apply to this Village shall modify its SOPs for responding to a structural fire to include the following safety rule:

(1) at least four (4) firefighters shall be assembled at the scene of a working structural fire before initiating interior firefighting operations;

(2) a hose line shall not be advanced into the interior of a working structural fire unless there is a team of two (2) or more to advance the hose line plus:

(a) one (1) additional firefighter outside the structure whose primary, but not exclusive responsibility shall be to operate the pump, charge the line, and maintain water pressure in the line while the team is inside the structure; and

(b) one (1) additional firefighter who shall remain outside the hazardous area where the team is operating. The firefighter's primary responsibilities shall be to maintain a constant awareness of the number and identity of fire fighters operating in the hazardous area, their location and function and time of entry. He shall remain in radio, visual, voice or signal line communication with the interior team.

For the purpose of this rule, a "working structural fire" shall be defined as any fire that requires the use of a one and one-half (1 ½) inch or larger fire attack hose and that also requires the use of self-contained breathing apparatus (SCBA) for members entering the hazardous area. Excerpts from the NFPA 1500 Standard referenced here are as follows:
"6-4.3 Members operating in hazardous areas at emergency incidents shall operate in teams of two or more. Team members operating in hazardous areas shall be in communication with each other through visual, audible, physical, safety guide rope, or electronic means, or by other means in order to coordinate their activities. Team members shall be in close proximity to each other to provide assistance in case of emergency."

"6-4.4 In the initial stages of an incident where only one team is operating in the hazardous area, at least one additional member shall be assigned to stand by outside of the hazardous area where the team is operating. The stand-by member shall be responsible for maintaining a constant awareness of the number and identity of members operating in the hazardous area, their location and function and time of entry. The stand-by member shall remain in radio, visual, voice, or signal line communications with the team."

Section 23.7 Discipline and Discharge

A. Discipline in the Fire Department for minor offenses shall be progressive and corrective in nature, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the employer shall be for cause (probationary employees without cause). Where the employer believes cause exists to institute disciplinary action the Fire Chief or his designee(s) shall have the option to assess, among others, the following penalties:

Oral reprimand

Written reprimand

Suspension (up to 5 days by the Chief as provided by 65 ILCS 5/10-2-1-17)

The other penalties assessed by the Fire Chief shall be commensurate with the offense but at a maximum of a severity that is equivalent to the impact of a five (5) day suspension without pay any disciplinary action assessed by the Fire Chief or his designee(s) shall be only for just cause and may be appealed through the grievance procedure.

B. The Fire Chief may also recommend suspensions in excess of five (5) days (to a maximum of thirty (30) days) or discharge to the Board of Fire and Police Commissioners as authorized by 65 ILCS 5/10-2-1-17. The Chief will allow any bargaining unit member facing discipline three business days to consult with the Union or with legal counsel regarding that discipline prior to initiating a complaint with the Board of Fire and Police Commissioners. The Village has thirty (30) days from the date of occurrence to file a complaint with the Board of Fire and Police Commissioners which would be extended to thirty-three (33) days if needed to comply with the three (3) day notice.

Disciplinary action involving suspension in excess of five (5) days or discharge that requires a decision by the commission shall be heard by the commission as provided by the Municipal Code and shall not be subject to the grievance procedure.

If the Employer has reason to reprimand an employee, it shall generally be done in a
manner that will not embarrass the employee before other employees or the public, and employees will conduct themselves in such a fashion as not to cause the Employer to embarrass the employee before other employees or the public.

A copy of all suspension and discharge notices shall be provided to the Union by the Employee involved upon request of the Union.

C. Oral warnings recorded in the employee's personnel file shall not be used after thirty-six (36) months to justify subsequent progressive disciplinary action when there has been no additional disciplinary action taken against the employee during such thirty-six (36) month period.

D. Disciplinary investigations. When the employer questions or interviews an employee concerning a matter that could potentially lead to disciplinary action of that employee, the employer shall:

1. Upon request of the employee allow a Union officer or steward if available to be present during the interview; in accordance with requirements of the decisions of the SLRB and the courts (Weingarten and Morgan).

2. In addition, in the case of questioning related to an investigation of misconduct which could potentially be the basis of disciplinary action in excess of 72 hours, any questioning shall be conducted in accordance with the standards of the Fireman's Disciplinary Act, 85 ILCS 2501, et seq.

The forgoing procedure may be enforced through the grievance procedure but the availability of a remedy for a violation of these procedures through the grievance/arbitration procedure shall be expressly in lieu of the right to seek redress through the courts or the SLRB.

E. Prior to taking any final disciplinary action of the degree of a suspension or greater, 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 of the general reason(s) for such contemplated disciplinary action and give the employee an opportunity to relate his side of events. The employee shall be entitled to Union representation at such meeting upon request.

Section 23.8 Acting in a Higher Rank

In the absence of the shift’s regularly assigned Fire Lieutenant, the vacancy shall be filled according to the following criteria:

1. The Engineer ranked highest on the Lieutenant eligibility list assigned to the shift shall have first priority for assignment.

2. If an Engineer on the list assigned to the shift is not available, then the most senior Engineer assigned to the shift shall have next priority for assignment.
3. If an Engineer that is not on the list assigned to the shift is not available, then the Firefighter highest on the Engineer promotional list assigned to the shift shall have next priority for assignment.

4. If a Firefighter on the Engineer list assigned to the shift is unavailable, then the most senior Firefighter assigned to the shift shall have next priority for assignment.

5. Acting Lieutenants shall have the same duties and authority as the Lieutenant that they are replacing.

6. Employees assigned to act in the rank of Lieutenant shall receive one (1) additional hour of pay at their applicable overtime rate of pay, provided they work a minimum of 8 hours of the shift.

7. In the event a Lieutenant and an acting Lieutenant are both on duty, the full time lieutenant shall be in charge.

**ARTICLE XXIV PERSONNEL FILE**

**Section 24.1 File Inspection**

The personnel files, time sheets and disciplinary history relating to any bargaining unit member, shall be open and available for inspection by the affected employee during business hours of the custodian of the files at a time which will not interfere with the employee's duties unless otherwise agreed by the Chief. The affected employee may select one Union representative or legal counsel to accompany the employee to review the records. The affected employee, upon request, may have a copy of the specific records requested.

**Section 24.2 Response**

The employee shall have the right to respond in writing to any document in his/her file. This response shall be placed into the file with the referenced document.

**ARTICLE XXV SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful.
ARTICLE XXVI ENTIRE AGREEMENT

A) This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment. As to such conditions of employment, this Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

B) As to any conditions of employment which constitute a mandatory subject of bargaining or a permissive subject of bargaining over which the Union has effects bargaining rights under the Illinois Public Labor Relations Act (IPLRA) and which are not covered by a provision of this Agreement, the Union shall retain its right to bargain during the term of this Agreement as provided by the IPLRA in the event the Village wishes to make any change in such conditions of employment. If the Village desires to make such a change during the term of this Agreement, it shall first provide the Union with written notice of the proposed change and specify whether it believes such change to involve a mandatory or permissive subject of bargaining. The Union's bargaining rights shall be implemented according to the following procedure as to proposed changes that involve a mandatory subject of bargaining:

1. If the Union wishes to exercise its bargaining rights as to the decision and/or effects of the proposed change, it must notify the Employer in writing within seven (7) days of its receipt of the Village's notice. Bargaining as to both the decision and its effects shall commence within seven (7) days of the Union's notice to the Village or at such other times as may be mutually agreed by the parties. Such bargaining shall continue for a period of thirty (30) calendar days from the date of the Union's notice to the Village or longer if mutually agreed or for a shorter period if an agreement or an impasse is reached in a lesser period of time.

2. If the parties reach impasse regarding the Village's proposed change, the Village may implement its decision on an interim basis for the remaining term of this Agreement and beyond unless later changed by agreement, but such decision and action shall be subject to further bargaining upon the negotiations of a successor Agreement as provided in Article XXVII (Duration) and may be submitted to interest arbitration upon the negotiations of a successor Agreement.

3. In the event that the Village's decision and action is submitted to interest arbitration upon the negotiations of a successor Agreement, the Union's position in such arbitration hearing shall not be prejudiced by the fact of the Village's interim decision and action, and the arbitration panel shall treat such issue as a Village proposal and shall have authority, if the panel deems it appropriate, to order the Village to prospectively rescind or otherwise prospectively alter the disputed decision and/or its effects. Any economic
loss or damage incurred to members of the bargaining unit which the Union claims to have resulted from the Village's interim implementations of its decision may be considered as an economic issue and ruled upon by the arbitration panel, subject to the limitation of Section 14(j) of the IPLRA (as it existed as of the signing of this Agreement), or be weighed as part of the overall award as to items in dispute. Either party shall have the right to introduce evidence in interest arbitration relating to the actual experience under the Village's implemented interim decision.

C) As to any action not covered by a provision of this Agreement which is not a mandatory subject of bargaining, but over which the Village is obligated to bargain as to the effects of its decision under IPLRA, the Union shall retain its right to effects bargaining and such effects bargaining rights shall be implemented according to the procedure stated above except that:

1. The Village's duty to bargain shall extend only to the effects of its decision.

2. The Village's decision may be implemented immediately and only the effects of this implemented decision may be subject to further bargaining and/or to a decision by any interest arbitration panel that may be convened in connection with the negotiation of a successor Agreement. If such interest arbitration panel deems it appropriate it may prospectively alter or remedy the effects of the implemented decision (i.e., from and after the effective date of this Agreement or the start of any subsequent fiscal year, as applicable, upon the negotiations of any successor Agreement).

3. If the Village inadvertently fails to notify the Union of a change that gives rise to effects bargaining rights, The Unions obligation to request bargaining under the time frames established in paragraph B 1 of this Article does not begin until the Union is notified of the change or until the Union, through the use of reasonable diligence, could have obtained knowledge of the change.

D) In the event of a dispute between the Village and Union as to whether an item is a mandatory or permissive subject of bargaining, the parties shall submit that disputed issue for determination by a Declaratory Ruling pursuant to the rules of the Illinois State Labor Relations Board (Section 1200.140). The parties agree to be preliminary bound by the Declaratory Ruling for purposes of determining mid-term bargaining obligations as set forth in this Article, but such ruling shall not be binding on the parties or on an interest arbitration panel in connection with the negotiations or arbitration of a Successor Agreement.
ARTICLE XXVII DURATION

This Agreement shall be effective as of May 1, 2015, and shall remain in full force and effect until 11:59 P.M. on April 30, 2018.

Thereafter, this Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred twenty (120) days nor less than ninety (90) days prior to the annual anniversary date that they desire to modify this Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days after notification is received by the other party.

ARTICLE XXIII ACCEPTANCE

IN WITNESS THEREOF, The parties acknowledge that this contract reflects the terms and conditions agreed upon, and have affixed their signatures, this 14th day of Jan., 2016.

VILLAGE OF LANSING

[Signature]

I.A.F.F. LOCAL 3709

[Signature]
APPENDIX A

PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

A. FILING AN OBJECTION:

An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail post-marked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

B. REVIEW STEP ONE:

Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments it to be made, and notify the objector in writing.

C. REVIEW STEP TWO:

Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article X, Step 4, of the current labor agreement. In using the procedure, an Employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the Village. The only exception shall be in the provision for the sharing of costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.

D. CONSOLIDATION:

If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

E. SEGREGATED FUNDS:

Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause to direct the contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.
F. REBATES:

In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the Village to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.
APPENDIX B

TUITION ASSISTANCE AGREEMENT

Employees are eligible for tuition assistance if they have at least 24 months of service from their date of hire to the first day of class. State certified and college state certifiable fire or emergency medical related courses, programs, or degrees, which help employees maintain or improve skills related to departmental job responsibilities, as approved by the department, are covered. The program will cover 100% of the cost of tuition. The program does not cover books, supplies, or transportation costs, and so forth. This assistance percentage applies to all course work, unless the courses are requested by the department.

Employees receiving veterans' benefits, scholarships, grants, or other financial aid, are eligible for tuition assistance for the difference between the amount outlined above and the amount of financial aid. If an employee receives financial aid for a class paid for by the Village, the employee must reimburse the Village of Lansing for the amount of the financial aid. Failure to notify the Village of financial aid received may result in disciplinary action, including termination.

Courses must be taken outside of normal working hours, unless the employee is sent by the department. While taking a course, the employee's job responsibilities take priority over class attendance and studies. The Village may make reasonable changes or modifications to this program as approved by the Village Trustees, so long as such changes are made equally applicable to all other Village employees.

TO RECEIVE TUITION ASSISTANCE:

- A copy of the tuition statement must be submitted.
- All tuition assistance requests must be approved by the Chief, which approval shall not unreasonably be denied.
- All tuition assistance payments will be paid directly to the employee. It is the employee's responsibility to pay the educational institution.

AS A CONDITION TO PARTICIPATE IN THE VILLAGE OF LANSING TUITION ASSISTANCE PROGRAM:

1. I understand that to qualify for tuition assistance under the tuition assistance program, a course must be submitted in writing prior to the budget for the upcoming year and approved by the Chief or his designee:

2. I agree to submit a grade report to the Training Officer and the Chief for each course for which I have received tuition assistance within 30 days after course completion. If the grade for the course is not a "C" or better (or a "PASS" on a "PASS/FAIL" grading system), or if I receive an "incomplete" or drop a course, I will immediately reimburse the Village of Lansing for the entire amount of tuition assistance I received for the course. I understand that no additional tuition payments will be made until I have fully repaid such amount.
3. If my employment with the Lansing Fire Department terminates within four (4) years after the date the Lansing Fire Department pays me tuition assistance, I will reimburse the Village of Lansing for a percentage of said tuition assistance in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Date of Termination of Employment</th>
<th>Percent of Tuition Assistance to be Reimbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year after date tuition assistance is paid.</td>
<td>100%</td>
</tr>
<tr>
<td>One but less than two years after date tuition assistance is paid.</td>
<td>75%</td>
</tr>
<tr>
<td>Two but less than three years after date tuition assistance is paid.</td>
<td>50%</td>
</tr>
<tr>
<td>Three but less than four years after date tuition assistance is paid.</td>
<td>25%</td>
</tr>
<tr>
<td>Four or more years after date tuition assistance is paid.</td>
<td>0%</td>
</tr>
</tbody>
</table>

The foregoing schedule will apply separately to each tuition assistance payment made to me by the Village of Lansing but shall not apply to employees who are laid off; on a work-related disability, or who die.

4. The total amount owed to the Village on termination of my employment is due and payable on the date my employment terminates. I hereby authorize the Village of Lansing to deduct such amounts from my final paycheck, and agree to sign any other forms or authorizations required at the time of paid deductions, or to make alternative arrangements acceptable to the Village, and the Employee for repayment of said amounts.

5. The Village of Lansing shall budget $2,250 total per fiscal year for Fire Department Tuition Assistance for members of the bargaining unit. No additional tuition assistance will be paid during that fiscal year after the $2,250 limit described above is reached unless the class is requested by the Fire Department.
APPENDIX C

Section 1 Turn out Gear

HELMET WITH EYE SHIELD
GLOVES
NOMEX HOOD
BOOTS
BUNKER COAT AND PANTS
POCKET MASK WITH ONE-WAY VALVE

Section 2 Dress Uniform

☐ Blouse
☐ Dress Shirt - white short sleeve
☐ Pants
☐ Tie
☐ Cap and Cap Badge
BADGE, COLLAR INSIGNIA, AND NAME TAG

Section 3 Daily Work Uniforms

WORKSHIRTS -- SHORT SLEEVE "POLO" TYPE, 3, Blue for Firefighter and Engineer
Gray for Lieutenant
-WINTER "JOB SHIRT", 3, Blue for Firefighter and Engineer and Gray for Lieutenant
PANTS - THREE PAIR
BOOTS - STEEL TOE COMBAT STYLE, ONE PAIR
SOCKS THREE PAIR
BELT

Section 4 Miscellaneous Items

One Pair of Coveralls

Beginning on May 1, 2016, in addition to the items contained in Appendix C, the Village will
agree to purchase the following items:

Gloves extrication (Ringers type)
Safety Glasses
Shorts – 3
T-Shirts
5-11 High Visibility Coat with Liner

However, if the Foreign Fire Insurance Fund will agree to fund the initial purchase of these
items for bargaining unit employees before May 1, 2016, then the Village will agree, on a going
forward basis, to replace such items in accordance with the Village’s quarter master system.
## APPENDIX D

**Wage Schedule**

### Firefighter

<table>
<thead>
<tr>
<th>Grade</th>
<th>Current</th>
<th>5/1/2015</th>
<th>5/1/2016</th>
<th>5/1/2017</th>
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<tbody>
<tr>
<td>Probationary</td>
<td>$53,030.09</td>
<td>$53,825.54</td>
<td>$54,632.92</td>
<td>$55,452.42</td>
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<tr>
<td>1st Year</td>
<td>$59,537.48</td>
<td>$60,430.54</td>
<td>$61,337.00</td>
<td>$62,257.06</td>
</tr>
<tr>
<td>2nd Year</td>
<td>$62,981.39</td>
<td>$63,926.11</td>
<td>$64,885.00</td>
<td>$65,858.28</td>
</tr>
<tr>
<td>3rd Year</td>
<td>$65,765.71</td>
<td>$66,752.20</td>
<td>$67,753.48</td>
<td>$68,769.78</td>
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<tr>
<td>5th Year</td>
<td>$71,628.70</td>
<td>$72,703.13</td>
<td>$73,793.68</td>
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### Engineer

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### Lieutenant

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SIDE LETTER OF AGREEMENT

This Side Letter of Agreement is entered into by and between the Village of Lansing and the International Association of Firefighters, Local 3709. The terms of this Side Letter of Agreement are as follows:

1. The Village will commit to initiating the hiring process to hire 3 new firefighter paramedics into the bargaining unit immediately upon the execution of the May 1, 2015 to April 30, 2018 Collective Bargaining Agreement by both parties.

2. The Union will automatically drop its minimum manning proposal for the life of this contract if the Village hires 3 new firefighter paramedics as outlined in the preceding provision, and thereafter minimum manning shall be determined solely by the fire Chief.

3. Notwithstanding, if the hiring process extends passed 60 days after the execution of the contract by both parties, then on the 61st day, the Village will commit that a minimum of 6 personnel will be on duty per shift until such time as the Village hires the three new firefighter paramedics as outlined above, in which case paragraph 2, above, will control.

4. The parties agree that this Side Letter of Agreement will be attached as an Appendix to the parties' collective bargaining agreement.

Agreed to by the parties on the date indicated below:

FOR THE UNION:                                  FOR THE VILLAGE:

By: [Signature]                                  By: [Signature]

Date:                                           Date: [Signature]

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