

AGREEMENT

BETWEEN

VILLAGE OF BRIDGEVIEW

AND

SERVICE EMPLOYEES INTERNATIONAL LOCAL #73

(WITH RESPECT TO FIRE LIEUTENANTS)

May 1, 2017

Through

April 30, 2020

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AGREEMENT

This Agreement is entered into by and between the VILLAGE OF BRIDGEVIEW (hereinafter called the "Village") and the SERVICE EMPLOYEES INTERNATIONAL LOCAL #73 (hereinafter called the "Union").

WITNESSETH:

SCOPE

WHEREAS, the Union has been officially recognized by the Village as the sole and exclusive bargaining agent; and

WHEREAS, the parties have agreed to bargain in good faith with the respect to wages, hours and terms and conditions of employment; provided, however, that the discretion accorded the Board of Fire and Police Commissioners and Bridgeview Fire Pension Board, by statute shall not be negotiable; and

WHEREAS, the Agreement has as its purpose the promotion of harmonious relations between the Village and the Union, the establishment of an equitable and peaceful procedure for the resolution of difference, and the establishment of rates of pay, hours of work and other conditions of employment; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of the Lieutenants covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Fire Department, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

The Village recognizes the Union as the sole and exclusive bargaining agent for all full-time Lieutenants employed by the Fire Department of the Village, excluding, captains, Battalion Chiefs, the Fire Chief, supervisory, managerial and confidential employees and all other employees employed by the Village as certified in Illinois Labor Relations Board Case No. S-RC-03-035 on December 31, 2002.

ARTICLE II
GRIEVANCE PROCEDURES

Section 2.1 Definition: A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter of issue which is subject to the jurisdiction of the Village Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 2.2 Procedure: The parties acknowledge that it is usually most desirable for an employee, a Union representative and the immediate supervisor to meet at a desirable time and try to resolve a dispute or difference of opinion involving an alleged contract violation through free and informal communications. If, however, the informal process does not resolve the matter, a grievance will be processed as follows:

STEP 1: Any employee or the Union who has a grievance shall submit the grievance in writing to the Fire Chief or his designee, indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, identify the provision(s) of this Agreement which are alleged to have been violated and the relief requested. All grievances must be presented no later than twenty (20) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within twenty (20) calendar days after the employee or the Union becomes aware or could have become aware or have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Fire Chief or his designee shall render a written response to the grievant within twenty (20) calendar days after the grievance is presented. If not answered within twenty (20) calendar days or extensions thereof, the employee or Union can appeal to the next step within the time limits specified in Step 2 below.

STEP 2: If the grievance is not settled at Step 1 and the employee or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Mayor within twenty (20) calendar days after receipt of the Village's answer at Step 1 or, if appealed because of no answer to Step 1, within twenty (20) calendar days of the date the Village's answer was due under Step 1. The Mayor shall investigate the grievance and, in the course of such

investigation, may offer to discuss the grievance within twenty (20) calendar days with the grievant or Union and an authorized representative of the Union at a time mutually agreeable to the parties. If a settlement is reached at this meeting, it shall be reduced to writing and signed by the Employer, the grievant and, if present, a Union representative. If no settlement of the grievance is reached, the Mayor shall provide a written answer to the grievant and the Union within twenty (20) calendar days following their meeting.

Section 2.3 Arbitration: If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty (20) calendar days of receipt of the Village's written answer as provided to the Union at Step 2. The parties shall attempt to agree upon an arbitrator within twenty (20) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said twenty (20) calendar-day period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators based or with a billing address in northern Illinois. The arbitrator shall be selected in accordance with the rules of the FMCS. The arbitrator's fee shall be shared by both parties.

Section 2.4 Limitations on Authority of Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her and his/her decision shall be based solely upon his interpretation of the meaning and application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted at Step 1. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, superseding laws, or of rules and regulations of administrative bodies that have the force and effect of law. Except when such laws conflict with the expressed terms of this Agreement, the arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Article II shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 2.5 Time Limit for Filing: If a grievance is not presented 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 extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or Union may elect to treat the grievance as denied at the 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 2.6 Settlement of Grievance: In the event that a grievance is settled by an employee, and not by the Union, then the settlement shall be considered non-precedential.

ARTICLE III NO STRIKES - NO LOCKOUTS

The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations. Any or all employees who violate any of the provisions in this Article may be discharged or otherwise disciplined by the Village. 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 IV MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and to direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards and hours of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control and determine the operations or services to be conducted in or at the Fire Department or by employees of the Village; to increase or reduce the number of employees making up a shift and to assign and transfer employees; to hire, promote,

demote, suspend, discipline or discharge for just cause, or reduce the complement of personnel or relieve employees due to lack of work or for other legitimate reasons, subject to the statutory jurisdiction of the Board of Fire and Police Commissioners; to make and enforce reasonable rules and regulations, including rules regarding upkeep and wearing of uniforms; to change methods, equipment or facilities, including automobiles and equipment therefore; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement. Nothing herein shall derogate from the authority of the Board of Fire and Police Commissioners.

ARTICLE V UNION RIGHTS

Section 5.1 Dues Check Off: Upon receipt of a signed authorization from an employee, the Village agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly Union dues. The Union will notify the Village in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second Village payday of each month and shall be remitted, together with an itemized statement, to the Union by the last day of the month in which the deduction is made.

Section 5.2 Fair Share: Employees covered by this Agreement shall be required to maintain membership in the Union or to pay, in lieu of dues, a fair share fee. The fee shall consist of the proportionate share of the collective bargaining process, contract administration, and pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Village by the Union, and the fair share deductions shall be made at the same time and in the same manner as dues check off deductions under Section 5.1 of this Article.

The Union shall annually submit to the Employer a list of employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 105 S. Ct. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

(a) Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of the same by an independent auditor.

(b) Advise fair share fee payers of an expeditious and impartial decision making process whereby fair share payers can object to the amount of the fair share fee.

(c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by the fair share payers as to the amount of fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers shall not be subject to the grievances and arbitration procedure set forth in this Agreement. Should any employee object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church of religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the matter, payments in lieu of a fair share shall be made to charitable organization from a list of charitable organizations approved by the Illinois Labor Relations Board. The Union shall certify to the Village the charitable organization to which such payments are to be made, or the employee may elect to make such payments direct to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 5.3 Indemnification: The Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders, or judgment brought or issued against the Village as a result of any action taken or not taken by the Village under the provisions of this Article.

Section 5.4 Payroll Deductions: To the extent that the computer system of the Village has capacity, the Village agrees to implement not more than three (3) payroll deductions requested by the Union. A request for a payroll deduction shall be in effect for a period of not less than twelve (12) months so as not to cause an administrative burden.

Section 5.5 Assignments: It is understood that Lieutenants and Battalion Chiefs (the "Fire Department Officers") share many of the same duties and assignments and may work for one another as required or scheduled. Ordinarily, one Battalion Chief and one Lieutenant is scheduled for each shift, but the Village is only required to have one Fire Department Officer per shift. In the event that both the Battalion Chief and the Lieutenant scheduled for a shift are unable to work, one Fire Department Officer shall be assigned to work from the combined overtime list pursuant to Section 8.4 of the Agreement. The Village reserves the right to allow a firefighter/paramedic to be assigned as an acting company officer for all or part of a shift, but only when at least one Fire Department Officer is working the same shift.

ARTICLE VI WAGES AND BENEFITS

Section 6.1 Salaries: Fire Lieutenants' salaries shall be in accordance with the qualifications and certifications as set forth in this Agreement and shall be paid on the basis of the Salary Schedule attached hereto as Appendix A. The salary and hourly rate for Tier I Lieutenants shall also apply to all Fire Department officers who were promoted under the Tier I scale and subsequently reverted to the rank of Lieutenant during the term of this Agreement.

Section 6.2 Holidays: Holiday pay shall be in the following manner: Members of the Fire Department who work a 24/48 hour shift shall be required to work a full shift and shall be paid additional compensation at a rate of 1/174th of their base yearly salary (Appendix A), for each of the following holidays:

New Year's Day	Presidents Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Personal Day	

Holiday pay shall be paid in a single annual check, no later than November 30th of each year.

Section 6.3 Sick Leave: Fire Lieutenants shall receive 4 shift days of sick leave at the beginning of the calendar year, but sick leave for any employee who terminates employment or is separated from employment during that calendar year shall be subject to reparation of sick leave and pay back any unearned sick leave. At the option of the employee, at the end of each calendar year, all unused sick days will be paid to the employee either

monetarily or by compensatory time due, converted to furlough (which will not create forced overtime and will be selected after vacation picks have been made), or may be accumulated to a maximum of 30 (thirty) days, to be used as prescribed in Section 6.6. Pay for unused sick time shall be issued in the month of January. Sick leave shall be used under a sick leave procedure in effect on May 1, 2010 with such changes as to be approved by the Fire Chief and the Union.

Section 6.4 Accumulated Sick Leave Credits: All frozen sick time shall be separate from other annual accumulated sick time. This sick time may be used as sick time when needed. Upon retirement, by disability or years of service, all frozen sick time credits (not to exceed a maximum of 60 shift days) will be calculated at the Lieutenant's hourly rate as of January 1, 1995. Other annual accumulated time shall be at the current hourly rate. Upon retirement, Lieutenants shall have the following options to choose from to receive all accumulated frozen sick time:

- (a) Receive a lump sum payment for all accumulated sick time.
- (b) Use all accumulated sick time in the pay periods prior to the official date of retirement.
- (c) Direct all of their accumulated sick time to stay in possession of the Village. The Village shall use these funds to pay for the retired officer's portion of health insurance costs until all of the officer's sick time funds have been depleted. At that time, the retiree shall then be responsible for payment of his/her own portion of the health insurance costs as outlined in this Agreement.
- (d) Split the accumulated sick time funds between two (2) of the above stated options. This option is only available to officers that have more than (15) fifteen days of accumulated sick time.
- (e) Move accumulated sick time funds to the Deferred Compensation fund.
- (f) Contribute to a post-employment health plan qualified under the Internal Revenue Code, provided that such a plan has been established by the Village. Contributions for each employee group shall be determined pursuant to a contract with the administrator of the post-employment health plan. Contributions are acceptable to the Village provided that there is no additional cost to such contributions.

The Village shall provide an annual statement of premiums paid and the sick time monetary balance to each retired officer choosing option (c) or (d) stated above. In the event of an employees or retiree's death, the Village shall pay, as a lump sum, any remaining balance of accumulated sick time funds to the employee's or retiree's beneficiary. If at any time the retiree chooses to terminate his/her health insurance provided by the Village of Bridgeview, the Village shall pay a lump sum payment to the retiree, of all remaining accumulated sick time funds in the retiree's account.

Section 6.5 Bereavement Leave: In the event of the death of a family member, employees shall receive two (2) complete shift days off-duty as Bereavement Leave. Family members shall include only fathers, mother, spouse, children, stepchildren, adopted children, brother or sister.

One complete shift day of Bereavement Leave shall be given in the event of a death of an employee's father-in-law, mother-in-law, spouses of children, brother-in-law, sister-in-law, grandmother, grandfather or grandchildren.

In the event a Lieutenant is notified while on-duty of a death covered by this bereavement leave provision, the Lieutenant can leave that shift after arrangements have been made to cover responsibilities and time absent from the remainder of that shift shall not be charged against the employee's bereavement leave.

Section 6.6 Worker's Compensation/Occupational Disease/Public Employees' Disability Act/Public Safety Officer Employees' Benefit Act: Lieutenants who suffer injury in the line of duty, which injury causes an Officer to be unable to perform his duties, shall continue to be paid by the Village on the same basis as said person was paid before the injury in accordance with the terms, conditions and limitations as set forth in the Public Employees Disability Act 5 ILCS Sec. 345/1 of the Illinois Compiled Statues and The Worker's Compensation Act 820 ILCS 305-1 and Public Safety Officer Employees' Benefit Act 820 ILCS Sec. 320/01. All injuries incurred on the job shall be reported immediately to the officer's immediate supervisor. Any worker's compensation benefits received for an individual's salary shall be turned over to the Village until the period of temporary disability ceases or for the period of one year from the date of such disability.

Section 6.7 Disability Policy: This policy applies to any employee covered by this Agreement, who is not retired and who incurs a sickness or injury for which compensation is not being received under the Workers Compensation Act or from the Fire Pension Fund. Pregnancy, childbirth and related medical conditions shall be treated the same under this Article

as any other injury or sickness. Benefits and requirements of childbearing leave under the provisions of this Article shall be coordinated with benefits and requirements of this Section so that any mental or physical disability arising out of pregnancy, childbirth and related medical conditions is treated the same as any mental or physical disability arising out of other sickness or injury. The procedure and requirements to obtain paid leave of absence or other leave for childbearing arising out of pregnancy, childbirth and related medical conditions, shall be as set forth in this article.

Disability Determination – The employee's attending physician shall initially determine disability. Such determination shall be submitted to the Fire Chief and Director of Human Resources, in writing prior to the employee receiving any pay from the Village of Bridgeview. The Employee may be required to undergo a second examination by a physician or any other specialist the Director of Human Resources may designate.

The Director of Human Resources shall if deemed necessary make an appointment to obtain a second opinion of the disability fourteen (14) days after the initial notice of disability from the physician or employee.

Additional disability determination shall be made on a monthly basis until the disability benefits are exhausted or the employee returns to work.

Waiting Period – An employee will have a ten (10) shift day waiting period, during which the employee will be responsible for providing for his/her own welfare using all available or accumulated off work time, (vacation, time-due, sick days, personal days, etc.). If no such time is available, the employee must still wait the required amount of days prior to disability protection implementation.

If an employee so chooses he/she may use their own accumulated sick time prior to requesting the sick leave/disability policy. After such use of personal accumulated sick time, the employee may request policy coverage for the remaining time of the illness or injury.

The waiting period shall begin on the first day the employee notifies the Fire Chief and Director of Human Resources of such illness or injury. If the employee returns to work any time during the waiting period, the continuous sequence is broken and the employee must begin the waiting period again prior to being considered eligible. The employee, a member of his immediate family, or physician must notify the Director of Human Resources if a prolonged absence is anticipated.

Gross Salary – Gross salary shall be determined by establishing the average gross pay that the employee has received over the prior six (6) months before the disability occurred. Gross pay includes base pay, stipends, and other items which may alter the base pay rate. No overtime will be included in base pay.

Year of continuous employment:

First 18 months
No disability

19 months thru 7 years
First 30 days 70% of salary
Second 30 days 60% of salary
Third 30 days 50% of salary

8 years thru 12 years
First 30 days 80% of salary
Second 30 days 70% of salary
Third 30 days 60% of salary
Fourth 30 days 50% of salary

13 years thru 20 years
First 30 days 90% of salary
Second 30 days 75% of salary
Third 30 days 60% of salary
Fourth 30 days 50% of salary

21 years
First 30 days 90% of salary
Second 30 days 80% of salary
Third 30 days 70% of salary
Fourth 30 days 60% of salary
Fifth 30 days 50% of salary

Years of Usage - Year of use for an employee shall mean any consecutive twelve (12) month period. Every employee who uses the Disability Insurance Program may retain any unused portion of the benefit for any other illness occurring within a twelve (12) month period. The waiting period for the additional uses as described in *Waiting Period*. The employee will be entitled to use that portion of the benefit under the same terms as described in this policy for an initial use. Receipt of benefits is limited to those described in *Years of Employment*. The Director of Human Resources shall maintain accurate records of disability payments and use by all employees.

For employees who incur a disability in the latter part of any year, which such disability continues into the next year of usage, the current disability policy will carry into the new year. The employee shall not lose his/ her next year's benefit but such benefits are available for beginning use prior to the end of that calendar year.

Policy Prohibitions – No employee may work (including self-employment) for any business, private enterprise or non-profit organization while receiving disability benefits.

Any employee whose is found to be in violation of performing outside work for pay shall forfeit his/her right to continue on the disability and the Human Resource Department shall begin job termination action against the employee as defined by the policy, rules and regulations of the appropriate Department.

Sick Leave /Disability Policy, Vacation Time and Sick Days – Any employee on disability who has a scheduled vacation during the time of disability shall receive their normal pay during those scheduled days of vacation. Disability pay will cease during that time and resume at the conclusion of the employee's vacation time. Disability protection shall not be extended to compensate for lost vacation time.

No employee shall accumulate sick days while receiving disability/sick pay.

Section 6.8 **Jury Service:** Employees who are required to serve on a jury on a day that they are scheduled to work may be required to sign their jury duty checks over to the Village. The Village shall compensate such employee, at their regular rate of pay, for days spent on jury duty that the employee was scheduled to work. Each day an employee serving on jury duty shall be excused from work not less than 1-½ hours before the start of jury duty and shall report for work promptly after being excused from jury duty.

Section 6.9 **Immunizations/Inoculations:** The Village agrees to pay all expenses for immunization shots or inoculations for a Lieutenant or member(s) of a Lieutenant's family, when such becomes necessary as a result of said Lieutenant's exposure to contagious diseases in the line of duty.

Section 6.10 Optical: The Village agrees to pay for repair or replacement, as necessary, of a Lieutenant's eyeglasses, contact lenses, if such damage occurs while on duty. Each incident shall be immediately reported to the Lieutenant's supervisor and documented by the supervisor. The Village shall provide available prescription lenses and specialized firefighting equipment (S.C.B.A./M.S.A.) for those Lieutenants who request such equipment.

Section 6.11 Killed in the Line of Duty Benefits: The Village agrees to defray all customary funeral and burial expenses of any Lieutenant of the Bridgeview Fire Department, killed in the line of duty. The Village agrees to pay 100% of the health insurance for the spouse and dependents as required by law of any Lieutenant killed in the line of duty, provided that the Village's insurance carrier offers such coverage. Dependents shall be required to present proof of eligibility. This benefit shall remain in effect until the above-mentioned spouse or dependents are covered by another health plan or the spouse remarries.

Section 6.12 Military Duty: Military leave shall be granted in accordance with applicable law. Compensation shall be paid to employees as required in the Local Government Employees Benefits Continuation Act (50 ILCS 140/1, *et seq.*).

ARTICLE VII HOSPITALIZATION, DENTAL, OPTICAL, AND LIFE INSURANCE

Section 7.1 Hospitalization: During the term of this Agreement, the Village shall provide comprehensive health benefits including medical insurance and prescription drug coverage, which benefits shall be the same for all employees of the Village. The Village will pay the full premium cost of health insurance benefits except to the extent that Battalion Chiefs of the Village are required to participate in premium payment.

Section 7.2 Life Insurance: The Village shall supply each full-time employee covered by the terms of this Agreement with Fifteen Thousand Dollars (\$15,000.00) of term life insurance. Upon retirement, if allowed by insurance carrier, the employee shall have the option of continued coverage or conversion at employee's expense.

Section 7.3 Dental Insurance: The Village agrees to continue to provide and pay for dental insurance, including orthodontics expense benefits at the current level of benefits. The coverage may be modified when and if the Village changes the dental insurance for all of its employees.

Section 7.4 Medical Insurance Benefits Upon Retirement: The Village will provide medical insurance benefits for any full-time employee who was employed at the Village for not less than 20 years and who has been a participant in the Fire Pension Fund for not less than 20 years. Medical insurance benefits will be provided for the spouse and eligible dependents. The premium shall be paid 45% by the employee and 55% by the Village. In the event that the employee is receiving fire pension benefit, then the employee shall be required to complete a health insurance premium deduction authorization form which will allow for the employee portion of the premium to be deducted from pension benefits and remitted directly to the Village.

In the event that the retired employee resides outside of the State of Illinois where the Village health insurance policy cannot cover the retiree, the Village shall reimburse the retired employee an amount paid by the retired employee for health insurance not to exceed 50% of the Village's current monthly premium rate for either single person plan or family plan, as pertaining to each retired employee.

In the event that after retirement the employee is covered by a group medical insurance plan offered by another employer, then the Village is under no obligation to provide any medical insurance benefits or payments thereafter.

An employee generally becomes eligible for Medicare on the first day of the month in which the individual's 65th birthday occurs. A retired employee is required to file an application to establish entitlement to Medicare benefits before reaching age 65. If an employee is eligible for Medicare, then the Village has no more responsibility to provide retirement medical insurance benefits for that employee. Upon the retired employee reaching age 65, the Village will not provide any medical insurance benefits to any family member of a retired employee, except that a spouse under age 65 may receive coverage under COBRA in which event the Village will pay a portion of the cost based upon an amount calculated using the premium on the Village's insurance policy (not the COBRA premium). An employee agrees to provide authorization to the Village to obtain social security and Medicare information in order to determine eligibility for Medicare. Failure to provide such information relieves the Village of any responsibility to provide medical insurance benefits for that employee. The Village will not provide nor pay for dependent insurance coverage for any person who is not a spouse, child or dependent at the time that the employee retired.

If an employee is ineligible for Medicare because the employee has insufficient credits under the social security system (currently 40 calendar quarters are needed for eligibility), the Village will voluntarily enroll the employee in Medicare Part A upon the employee reaching age 65. If the employee refuses to voluntarily enroll or does not cooperate in the enrollment, then the Village has no responsibility to provide medical insurance benefits for that employee. Upon enrollment in Medicare, the Village will pay the monthly premium rate for Part A that is the employee's portion less any amount which all Part A participants are required to pay. The Part A payment required of all participants shall be reimbursed to the Village upon billing by the Village. Any additional Medicare coverage such as Part B, Part C, or prescription drug coverage is the responsibility of the employee and is not paid by the Village. In the event that such coverage is billed to the Village, then the employee must reimburse the Village upon billing by the Village. Failure to reimburse the Village within 15 days after billing is cause for the Village to no longer be responsible to provide medical insurance benefits for that employee.

Employees who are Medicare ineligible because of insufficient credits may become eligible for free Medicare Part A coverage after 84 months and under certain conditions. Generally, the employee must be receiving a pension from a qualified state or local government retirement system for 40 calendar quarters and the employee must have been enrolled in Medicare Part B for the preceding 84 months. In such event, the employee becomes eligible for Part A coverage without any payment of premium and the Village has no responsibility to provide or pay for Part A coverage.

Upon retirement, if allowed by the insurance carrier, the retiree shall have the option of supplemental coverage to Medicare at the retiree's expense.

Section 7.5 Section 125 Flexible Benefit Plan: The Village shall implement a Section 125 flexible benefit plan. Such plan will allow pretax deductions by employees for the purpose of paying their portion of insurance premiums and other unreimbursed medical expenses as authorized by the Internal Revenue Code and related regulations.

Section 7.6 Insurance Committee: The Village shall establish an Insurance Committee for the purpose of achieving good medical coverage at a reasonable cost. The Fire Lieutenants SEIU Local #73 bargaining unit shall have one voting member on this committee.

ARTICLE VIII
HOURS OF WORK, OVERTIME

Section 8.1 Duty Day: A regular duty day shall consist of twenty-four (24) consecutive hour's on-duty commencing at 0700 hours and ending at 0700 hours on the following day. Employees shall be scheduled with 48 consecutive hour's off-duty after each duty day except when Kelly Days are scheduled. A Kelly Day (i.e. what would otherwise be a 24 hour duty day) shall be every 13th duty day.

This work period shall be established so that the last day of the preceding work period falls on the first twelve (12) hours of the employee's Kelly Day (7:00 A.M. to 7:00 P.M.) and the first day of the next work period falls on the last twelve (12) hours of the employee's Kelly Day (7:00 P.M. to 7:00 A.M.), thereby ensuring that the maximum regularly scheduled hours worked in the applicable work period are less than the applicable FLSA maximum (i.e., 27 days = 204 hours). The work period for purpose of Fair Labor Standards Act (FLSA) shall be adjusted annually for each employee based upon the above scheduling.

Section 8.2 Overtime Compensation: Lieutenants assigned to work additional hours exceeding those in their regular work schedule, as described in Section 8.1, shall be paid at the overtime rate for all hours worked. The overtime rate shall be 1½ times the applicable hourly rate for each hour of overtime worked. Such hourly rate shall be computed by dividing their annual yearly salary; including base salary and stipends (Appendix A) divided by 2,150 hours for Tier I Lieutenants and 2680 hours for Tier II Lieutenants. All overtime under this Section shall be paid in ½-hour increments. Whenever a Lieutenant is held over shift due to an emergency situation he will have a choice to receive a minimum of one-half hour overtime pay or compensatory time-due.

Section 8.3 Voluntary Call-Back: Lieutenants responding to voluntary call-back shall be compensated in accordance with Section 8.2. The Lieutenants shall have a choice to be compensated in the form of overtime pay or compensatory time due, with a minimum of one (1) hour.

Section 8.4 Overtime Assignment:

Overtime Assignment Procedure – Overtime shall be offered on a rotating basis to bargaining unit employees on the list according to the following procedure:

(a) There shall be two (2) lists established for the scheduling of overtime: One for twelve (12) hours or less (short list), and one for more than twelve (12) hours (long list).

(b) When an employee is offered and accepts an overtime assignment he shall rotate to the bottom of the list. If such assignment is not accepted, the employee shall maintain his position on the list.

(c) It is the responsibility of employees to cover their own time when switching between stations.

(d) Scheduling and notification of call-backs shall be done as soon as possible, when available, thirteen (13) calendar days prior to the work assignment and may utilize an industry appropriate electronic notification system.

(e) Lieutenants shall not accept an overtime assignment that conflicts with another department commitment which, if fulfilled, would create additional overtime. When extenuating circumstances exist, a time trade can be made with the Officer in charge of the shift's approval. Any such time trade shall be with an employee of like qualification that is needed for the call-back.

(f) Any overtime/call-back due to specialized areas of training or assignment shall not cause those individuals involved to move on the overtime callback list.

(g) In times of natural disaster or civil unrest the Union agrees that the Village may need to make emergency call-backs in order to ensure the safe and effective manning of the Fire Department. The Union understands and agrees that in these extraordinary times the call-back list may not be followed as agreed upon in this section. No Lieutenant who responds under these circumstances will rotate on the call-back list.

Section 8.5 Overtime: Compensation for authorized hours outside the normal 24/48 hour work cycle shall be in accordance with Section 8.2 of this Agreement.

Section 8.6 Change of Shift: Any shift change of personnel of a permanent nature can be made by the Fire Chief with not less than thirty (30) calendar days' written notice, provided that an employee shall have the option to: (a) keep any posted day off; (b) move a posted day off to a day earlier or a day later; or (c) elect to move a posted day off to any other available officer spot. Any temporary or emergency shift change can be made without written notice so long as the shift change is for no longer than ninety (90) days, and the Lieutenants so affected are provided with at least forty-eight (48) hours consecutive off-duty time prior to start of new shift except in the event of an injury or illness when only one Lieutenant is scheduled to work in which event a Lieutenant can be ordered to work to fill the absence.

Section 8.7 No Pyramiding: Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE IX SENIORITY/ VACATION

Section 9.1 Seniority: Departmental seniority shall be based upon full-time service with the Bridgeview Fire Department, and shall prevail for all shift changes or openings and all layoffs and subsequent recalls. Service to Village departments prior to commencing full-time service with the Bridgeview Fire Department shall continue to be credited when computing the number of vacation days awarded.

Also, on or before January 1st of each year, the Village shall post a current Officers Seniority List showing the seniority of all Fire Department officers based upon time in rank. Seniority for officers shall be determined by adding the time spent in the rank of commissioned Lieutenant and the time spent at any higher rank.

Section 9.2 Vacation: Vacation time for all Lieutenants shall be awarded and based on their original starting date and in accordance with the table listed below. Vacation selection priority will be in effect from January 1st to January 31st of each year. Vacation requests after January 31st shall be awarded on a "first come, first served" basis. Only one Lieutenant per shift may be on vacation at any time.

Officers shall pick their vacations based upon seniority as an officer of the Bridgeview Fire Department. Time (such as sick time) which has been converted to vacation time, shall not have priority during the selection of vacation picks. Officers shall conform to the Fire Department manning requirements and no other restrictions shall be placed on an officer's time off from shift, including restrictions based on assignments or position.

YEARS OF SERVICE	VACATION DAYS
1 st	2
2 nd – 4 th Year	4
5 th – 9 th Year	7
10 th – 16 th Year	10
17 th – 24 th Year	13
25 th year and Over	15

Years of service shall be calculated in the following manner: During the time between the hiring of an employee and the ensuing January 1st, the employee shall earn vacation at the rate of four (4) hours per month, prorated based upon the actual commencement of work. For example, if an employee commences work on August 15th, the employee will receive two (2) hours of vacation for August, and four (4) hours of vacation for September, October, November and December, for a total of eighteen (18) hours.

Section 9.3 Acting Out of Classification Pay: Annually on January 1st, each Lieutenant shall receive two (2) Acting Out of Classification Days (AOCD) of time-due credit equivalent to 48 hours as compensation for acting in the absence of a Battalion Chief.

Section 9.4 Scheduling of Time Off: For the purpose of scheduling time off per shift, there shall be a minimum of one Fire Department Officer on duty at all times. Until February 1st of each calendar year, a time off slot, for Fire Department Officer, shall be available each shift to request time off. After February 1st, if time off has not been scheduled by a Fire Department Officer more than 28 days from such date, then time off shall be available on that date to all Fire Department employees. After February 1st, compensatory time must be scheduled no later than 8:30 p.m. of that Lieutenant's previously scheduled duty shift except in the case of emergencies. The scheduling of compensatory time cannot cause the Village to hire back a replacement at the overtime rate. Once time off has been approved, it cannot be canceled by the Village.

ARTICLE X
SCHOOLING/ EDUCATION

Section 10.1 Educational Incentives: During the term of this Agreement any Lieutenant who enrolls in an accredited course of study in Fire Science, Medical, Public Administration, or related Management approved by the Fire Chief will be reimbursed for the cost of the classes. Lieutenants desiring to obtain a degree such as Associates, Bachelors or Masters Degrees, will be reimbursed for all classes needed to complete the degree. Tuition reimbursement will be calculated to reflect the grades earned as described below:

Grade of A, B, or Pass (in a Pass/Fail only courses)	= 100% of tuition
Grade of C	= 75% of tuition
Grade of D or less, or Fail, or incomplete	= 0% of tuition

All requests for reimbursements under this Section are to be made immediately upon completion of course. The Village agrees that there will be no limit to tuition reimbursement for classes taken to obtain an Associate's Degree provided that courses are taken at an Illinois community college. Tuition reimbursement for a Bachelor's and Master's degree shall be based on the actual hourly rate of tuition paid, but not greater than the hourly tuition rate at the University of Illinois Chicago Circle Campus. Requests for approval to attend a Bachelor's or Master's degree program must be submitted by the February 15 of the preceding budget year. The request will be included within the Fire Department budget subject to approval of the Village Board prior to attending the degree program.

Section 10.2 Continued/Mandatory Education: Lieutenants who must attend any required schooling, or for re-certification of a certified position, during their normal off-duty time shall be compensated in either time due or pay according to Section 8.2 "Overtime Compensation". An employee's attendance at training or school while "on duty" will be considered hours worked. While time traveling to and from schooling will not be compensated, the employee shall be reimbursed for mileage traveled at the current IRS mileage rate.

Section 10.3 Selection of Employees for Department Detailed Training or Job-Related Personal Training:

(a) *Departmental Detailed Training:* When the Fire Chief details a bargaining unit employee to attend schooling or specialized professional training and a Lieutenant is required to attend classes during his scheduled time off, then the hours spent attending such classes, will be considered hours worked and compensated in accordance with Section 8.2 "Overtime Compensation".

(b) *Job-Related Personal Training:* A Lieutenant may attend department approved training classes or seminars that he requests under this Section (Job-Related Personal Training) which are eligible for reimbursement according to Section 10.1, and not be compensated in accordance with Section 8.2 during his scheduled time off. A Lieutenant may be allowed to attend approved training classes or seminars while on duty if there is adequate coverage by scheduled personnel and no overtime is incurred. When multiple Lieutenants request courses that have limited enrollment, personnel will ordinarily be prioritized according to the following order:

- (1) Course required prioritization guidelines;
- (2) Course prerequisites, as determined by the agency offering the course and/or the Fire Chief; and
- (3) Order of application.

Except when a Lieutenant is attending classes while on duty, time spent attending classes under this Subsection will not be considered hours worked.

(c) *Approval for Training:* Notwithstanding any other provision, all training must be approved by the Fire Chief. When denied a reason shall be provided.

Section 10.4 Any Other Schooling: Any other, schooling, education or training may be authorized by the Fire Chief or his designee but will not be reimbursable, nor will hours of attendance be compensated either in pay or time due, nor will the hours be counted as worked.

Section 10.5 Acting Battalion Chief: In the absence of a Battalion Chief, a Lieutenant shall be placed in charge of the shift working in the capacity of the Battalion Chief. Qualified Lieutenants shall equitably alternate in serving as acting Battalion Chief.

Section 10.6 Promotions: In the event that there is a rank of Battalion Chief, and such rank is the only rank between Lieutenant and Fire Chief, such rank is not subject to promotional testing.

ARTICLE XI QUARTERMASTER SYSTEM

The following items shall be furnished and supplied through the Quartermaster System:

"FIREFIGHTING GEAR"

- 1 bunker coat
- 1 pair bunker boots
- 1 pair bunker pants
- 1 nomex hood
- 1 helmet/shield
- 1 truckman's belt
- 1 hand light with batteries
- 2 pair firefighter gloves
- 1 pair suspenders
- 1 set of ear protection

"UNIFORMS"

- 1 complete dress uniform*
- 4 short sleeve shirts
- 4 long sleeve shirts
- 4 pair trousers
- 1 black belt
- 1 pair dress shoes
- 2 pair work footwear
- 2 badge and name- plate
- 1 winter jacket
- 1 spring/fall jacket
- 4 short sleeve t-shirts with insignia
- 2 long sleeve t-shirts with insignia
- 1 pair sweat- pants with insignia
- 1 watch \$ 40.00 maximum
- 2 set of sleepwear
- 2 Pullover work shirts

Any required protective equipment necessary for special teams/ assignments.

Any item supplied through the Quartermaster System that becomes worn will be returned to the Quartermaster for exchange.

ARTICLE XII MISCELLANEOUS

Section 12.1 Time Trades: All Lieutenants covered by this Agreement shall be allowed to trade duty shifts or Kelly days. A Lieutenant may switch with another qualified firefighter (provided that one (!) other supervisory officers are on duty), or a Lieutenant or a Battalion Chief so long so as to not create any additional overtime. Exchange of time will be with the Battalion Chief's (both parties) approval and shall not interfere with the working schedule of the Fire Department.

Section 12.2 Residency Requirements: There shall be no residency requirements for members covered under this Agreement.

Section 12.3 Labor/Management Meeting: The Village and the Union agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and Fire Department management. Such meetings may be requested by either party in writing by not less than seven (7) days written notice specifying the items to be discussed at the agenda of such meeting. The party requesting the meeting shall distribute a written agenda and shall not deviate from the agenda. The Lieutenants will establish an employee committee that will attend the meetings.

Section 12.4 Personnel Files: All Lieutenants shall be allowed access to inspect their individual personnel file, subject to the restrictions set forth in 820 ILCS 40/1, *et seq.* These files shall remain in a secured place in the firehouse and shall not be removed.

Section 12.5 Disciplinary Procedures: Discipline shall be progressive and corrective, and shall be handled in accordance with 50 ILCS 745/1, *et seq.*, (Firefighters Disciplinary Act), and the following procedures:

(a) *Just Cause Discipline:* No non-probationary employee shall be disciplined, suspended or discharged except for just cause. The Village agrees to follow the principals of progressive and corrective discipline, with the understanding, however, that the gravity or seriousness of a given incident may justify more severe disciplinary action or immediate discharge without any progressive and corrective discipline.

(b) *Notice of Investigation:* Without, in any way, affecting an employee's right under the Firemen's Disciplinary Act, an employee whose conduct is the subject of an informal inquiry shall, if directed to, submit a written statement concerning the matter under informal inquiry and if it is reasonable to do so, be informed of the nature of the informal inquiry.

(c) *Suspension Pending Investigation:* Nothing herein shall be deemed to impair the Village's right or authority to suspend an employee with or without pay pending investigation, subject to the applicable constitutional rights to due process of law.

(d) *Right to Respond:* For discipline other than oral or written reprimand, the Village shall offer to meet with the employee involved, and with a Union representative, if requested by the employee, to review the reason(s) for possible discipline and to give the employee an opportunity to respond before finalizing disciplinary action.

(e) *Oral and Written Reprimands:* If an oral or written reprimand is placed in an employee's personnel file, a copy shall be provided to the employee and the employee shall have the right to submit a written response within seven (7) days which, if submitted timely, shall become part of the employee's personnel file. All oral reprimands shall be removed and not considered after one year and all written reprimands shall be removed and not considered after two (2) years.

(f) *Fireman's Disciplinary Act:* The Village agrees to comply with the Fireman's Disciplinary Act, 50 ILCS 725/1 *et seq.* And said Act shall be incorporated and herein by reference only to the extent that it is not inconsistent with specified provisions of this Agreement, as provided in Section 6 of said Act, 50 ILCS 25/6. A violation of the Fireman's Disciplinary Act shall not be independently grievable but shall

be determined during any hearing on a suspension or charges arising in connection therewith.

Section 12.6 Family and Medical Leave Act of 1993: The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993 ("FMLA") that are in accord with what is legally permissible under the FMLA. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action which, in its view, violates the Agreement and is not necessary in order to comply with the FMLA.

Section 12.7 Leave of Absence: An officer may be absent from work without pay and without losing fringe benefits for a period not to exceed thirty (30) days, subject to written approval of the Fire Chief and approval of the Mayor. In no case shall benefits or seniority accrue to the Officer while he is on a leave of absence, beyond thirty (30) days. Unauthorized absence from work shall be cause for disciplinary action. Leaves of absence will not be granted for the purpose of working secondary employment or obtaining new employment.

Section 12.8 Americans with Disabilities Act: The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans with Disabilities Act ("ADA") in order to be in compliance with the ADA. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action which, in its view, violates this Agreement and is not necessary in order to comply with the ADA.

Section 12.9 Union Business: Subject to advance approval by the Fire Chief, the Village shall allow the Union (Fire Lieutenants Service Employees International Local #73) to hold Union-related meetings on the premises of Station 1 (7500 Oketo, Bridgeview, Illinois).

Section 12.10 Union Bulletin Board: The Union may place a bulletin board at each Fire Station (at a place approved by the Fire Chief) for the posting of official Union notices of a non-political, non-inflammatory nature, which have been approved, in advance, by the Fire Chief or his designee. The Union will limit the posting of Union notices to such bulletin boards.

**ARTICLE XIII
LEGALITY CLAUSES**

Section 13.1 Savings Clause: If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 13.2 Ordinances: It is agreed by the parties hereto no ordinance now in effect or hereafter enacted or amended during this Agreement shall supersede or change any of the terms herein, during the life of this Agreement.

**ARTICLE XIV
ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Agreement embodies the complete and final understanding reached by the parties as to wages, hours and all other terms and conditions of employment. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any issue or topic for or during the term of this Agreement.

APPENDIX A
SALARY SCHEDULE

Tier I *

Current	5/1/17-4/30/18 (2.5%)	5/1/18-4/30/19 (2.5%)	5/1/19-4/30/20 (2.5%)
\$108,736.68	\$111,455.10	\$114,241.48	\$117,097.52

*Salary includes stipends for Paramedic (1.5%) and State Certified Fire Officer II Certification (1.0%).

Tier II (Promoted After 4/30/2014)**

	5/1/17-4/30/18 (2.5%)	5/1/18-4/30/19 (2.5%)	5/1/19-4/30/20 (2.5%)
Paramedic/FO II	\$105,448	\$108,085	\$110,787
Paramedic	\$104,490	\$107,102	\$109,779
EMT/FO II	\$104,010	\$106,610	\$109,276
EMT	\$103,052	\$105,628	\$108,269

*All Lieutenants (Tier I and Tier II), hired prior to May 1, 1998, may elect to drop their paramedic license in lieu of an EMT-B License. The lieutenant will have his salary adjusted to the corresponding pay category reflected in this Appendix. Lieutenants are required to maintain the applicable EMS license in accordance with department and EMS system policies.

**Tier II Lieutenant/Paramedics hired after May 1, 1998 are required to maintain Paramedic Certification.

ARTICLE XV

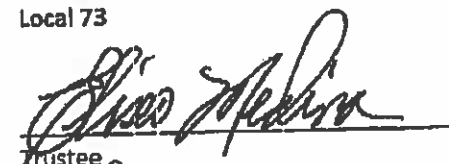
DURATION

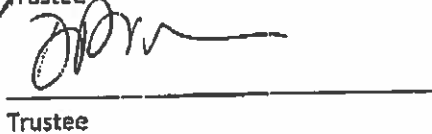
This Agreement shall be effective as of the day after its execution by both the Village of Bridgeview and Fire Lieutenants Service Employees International Local #73 and shall remain in full force and effect until April 30, 2020. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no sooner than one-hundred twenty (120) nor less than ninety (90) days prior to the expiration date of this Agreement, that it desires to modify or negotiate this Agreement. The provisions of Section 6.1 shall be retroactive to May 1, 2017.

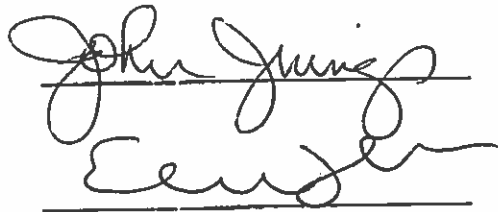
In the event such notice is given, negotiations shall begin no later than thirty (30) days from the date of notice, unless mutually agreed upon. Further in this event, this Agreement shall remain in full force and effect during the negotiating process, until such time as a new agreement is reached.

Date: 5/31, 2018.

Service Employees International
Local 73

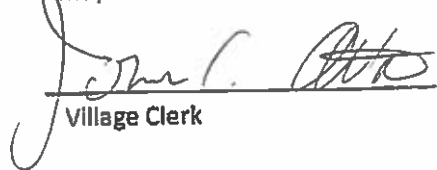

Trustee


Trustee


Trustee

Village of Bridgeview


Mayor


Village Clerk