

**Contract
Between**

Village of Robbins

And

SEIU Local 73

Expires December 31, 2026

ARTICLE I

PREAMBLE

THIS AGREEMENT is entered into by and between the Village of Robbins, hereinafter referred to as the Employer or the Village, and the Robbins Firefighters Union, SEIU Local 73, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment as set forth herein.

ARTICLE II RECOGNITION

The Village recognizes the Robbins Firefighters Union, SEIU Local 73 as the sole and exclusive bargaining agent for the following described bargaining unit:

Included: All Full and Part-Time Firefighters, Lieutenants, Captains, Engineers and Auxiliary.

Excluded: Chief, Deputy Chiefs, Clerk/Secretary all, and all other employees of the Employer. For the purposes of collective bargaining and establishing and administering this written labor agreement covering wages, rates of pay, hours and other terms and conditions set forth in this agreement.

ARTICLE III DEFINITION OF A FULL-TIME FIREFIGHTER

For the purpose of this agreement, Full-Time Firefighters (referred to herein as a Firefighter, a Lieutenant, a Captain, or an Employee) shall mean any Employee of the Village of Robbins Fire Department who is a member of the bargaining unit and is engaged as a Firefighter, Lieutenant, or a Captain in fire suppression, engineer (driver), EMS duties and who has been appointed, sworn or commissioned by the Board of Fire and Police Commissioners of the Village.

For the purposes of this agreement, Part-Time Firefighters (referred to herein as a Firefighter, a Lieutenant, a captain, or an Employee) shall mean any Employee of the Village of Robbins Fire Department who is a member of the bargaining unit and is engaged as a Firefighter, Lieutenant or a Captain in fire suppression, engineer (driver), EMS duties and who has not been appointed, sworn and/or commissioned by the Board of Fire and Police Commissioners of the Village of Robbins.

ARTICLE IV MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and 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 and 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; to 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 Fire and Police Commission; to make and enforce reasonable rules and change methods, equipment, or facilities, including automobiles and equipment; provided that the exercise of such authority shall not conflict with any of the specific provisions of this Agreement. Nothing herein shall derogate from the authority of the Fire and Police Commissioners. Management shall not exercise any of the rights enumerated herein in an arbitrary or unreasonable manner.

Section 2 B Membership and Fair Share the Village retains all prerogatives, rights and powers including its right to take any action mandated by State Law and nothing in this Agreement shall prohibit such action.

ARTICLE V

DEDUCTION OF DUES AND FAIR SHARE

Section 1 Membership and Fair Share Any present Employee covered by this Agreement 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 matter affecting wages, hours and condition of employment. All Employees hired on or after the effective date of this Agreement and who have not made application for membership in the Union shall, on or after the thirtieth [30] 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 charges shall be equivalent to the uniform monthly dues and/or assessments [s] paid by a member to the Union, less that portion of said dues and assessments [s] paid by a member to the Union, less that portion of said dues and assessments [s] which are or may be used for political purposes or other purposes which are excludable from a fair share fee.

The Union agrees to comply with the requirements set forth in Chicago Teachers Union Hudson, 106 U.S. 1066 [1986] with respect to the constitutional rights of fair share fee payers, including giving timely notice of the fee and an explanation of the basis therefore, an audited breakdown of the major categories of expenses, placing any disputed amounts in escrow pending resolution of any dispute resolution procedure for such objections. The parties agree that all such objections shall be consolidated for purpose of adjudication and procedures and offices of the Illinois State Labor Relation Board shall be utilized for dispute resolution.

Section 2 B Payroll Deduction of Union Dues and Fair Share Fee During the term of this Agreement, the Village agrees to make a payroll deduction each pay period, of Union dues, fair share fees, initiation fees, and assessments, in the amount certified to be current by the Secretary-

Treasurer of the Union, from the pay of those Employees covered by this Agreement. The total amount of the deductions shall be remitted to the Union by the 10th day of the succeeding month after such deductions are made.

Authorization for such deductions shall be in the following form and may be revoked by written notice to the Village and to the Union.

Section 2.1 B Authorization for Payroll Deduction

By _____
 Last Name, First Name Middle Name

To: _____

Effective: _____
 Date

I hereby request and authorize you to deduct from my earnings monthly, an amount established by the Association as monthly dues. The amount deducted shall be paid to the Association. This authorization is revocable during the term of this Agreement

 Signature

Section 3 Involuntary Deductions In the event that an Employee has on file a revoked dues check-off authorization, the Village shall deduct the fair share fee. If an Employee who has a revoked dues deduction authorization on file objects to a specific deduction or assessment, the Village shall make an involuntary deduction from the wages of the Employee in the amount previously certified to the Village by the Secretary-Treasurer of the Union and forward such sums to the Union by the 10th day of the succeeding month after such deductions are made which the Union shall place in a suspense account pending resolution of the dispute pursuant to Appendix A.

Section 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 bona fide 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 on behalf of the Employee to an agreeable non-religious charitable organization mutually agreed to by the objecting Employee and the Union. If the Employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be selected by the

affected nonmembers from an approved list of charitable organizations established by the Illinois State Labor Board.

Section 5 B Objections on Other Grounds Any non-member making a fair share payment may object to the amount of his/her 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 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 applicable law.

Section 6 Indemnification The Union shall indemnify and hold harmless the Village against any and all claims, demands, actions, complaints, suits, judgments or other forms of liability [monetary or otherwise] including reasonable attorney's fees, brought or issued against the Village as a result of any action taken pursuant to the checkoff provision of this Article, including any cost incurred by the Village arising from challenges to the fair share fee amount, provided that the Village has not initiated such legal or administrative action.

In the event of any legal action against the Village brought forth in a court of administrative agency because of its compliance with this article, the Employer may, at its option, require the Union to defend such actions at the Unions expense, or the Village may do so through its own counsel, the cost of which shall be paid by the Union.

ARTICLE VI

EMPLOYEE STATUS

The Employer shall submit written notice to the Union immediately upon employment, of the name, job title, station and effective date of actions affecting Employees as follows:

- [a] Appointment of new employees
- [b] Suspension
- [c] Termination by type {retirement, disability, voluntary, involuntary}
- [d] Authorized leave of absence without pay for {1} month or more
- [e] Written reprimands
- [f] Layoffs

The Employer shall maintain and post quarterly a current seniority list. This list shall be used whenever called for by specific Articles and Sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Union.

ARTICLE VII

PARKING

The Employer shall provide adequate parking facilities for use of the Fire Department employees. The employer shall not be responsible to the employees if the employee needs to park on the street. The street shall be included in the definition of adequate parking facilities.

ARTICLE VIII

GENDER

Whenever a male pronoun is used in this Agreement, it shall be construed to include male and female Employees.

ARTICLE IX

HOUSEKEEPING

Employees are responsible for maintaining day-to-day cleaning and upkeep of all fire houses and are required to maintain sanitary conditions in all quarters and perform light maintenance of parking lots and grounds, including areas inaccessible to snow plows. The Village agrees to supply and make available materials required in the day-to-day upkeep of the firehouse. The Village further agrees to supply items necessary to maintain sanitary conditions of all quarters within the firehouse.

ARTICLE X

GENERAL CONDUCT

Firefighters, as members of the public service, shall abide by the rules and regulations of the Village, the Village of Robbins Fire Department, and the laws of the State of Illinois and the United States of America.

Neither the Union nor any Employee may use or authorize others to use the name of the Department or the Village in relation with any solicitation without the written consent of the Mayor.

ARTICLE XI

LABOR-MANAGEMENT SAFETY COMMITTEE

Section 1 B Establishment of Committee There shall be a labor-management safety committee consisting of an equal number of Police and Firefighters I. The Committee shall meet on request of either party or at least quarterly to discuss all matters of mutual concern about safety issues. The Committee shall have the authority to make recommendations to the Union and the Employer.

Section 2 B Integrity of Grievance Procedure It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be nonbinding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Unions the Employer, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3 Safety Issues Any report or recommendation on safety issues which may be prepared by the Union or the Employer as a direct result of a labor-management meeting discussion will be in writing and copies shall be submitted to the Employer and the Union. Safety issues shall be addressed in writing within 72 hours and corrected as soon as possible. For any reason the corrections cannot be made in that period of time the equipment shall be placed out of service until the corrections are made.

Section 4 Union Representative Attendance When absence from work is required to attend labor-management conferences, Employees shall, before leaving their workstation, give reasonable notice to and receive approval from, their Fire Chief. The Chief shall approve the absence if it does not interfere with the Employees' regular duties or emergency situations. Employees who are permitted to attend a labor-management while on duty may do so without loss of pay. Employees attending such conferences on paid status shall be limited to two [2] people.

ARTICLE XII

UNION ACTIVITY

Section 1 - Representative Time Off

- [a] Employees elected or appointed to represent the Union shall be permitted reasonable time off without pay to attend regular or special meetings of the Union, conferences, conventions or seminars of Firemen's Union.
- [b] Any employee desiring such time off without pay shall submit a written request to his Chief or Designee not less than fourteen [14] days in advance of the requested dates off. Approval of such unpaid time off shall not be unreasonably withheld.

Section 2 - Negotiating Team three [3] members of the Union negotiating team shall be allowed to attend all negotiating sessions attended by the Employer and the Union while on duty without loss of pay. Negotiating sessions shall not terminate if an on-duty Firefighter is called to active duty.

Section 3 B Use of Fire Facility for Union Meetings the Union may utilize meeting room space available in the fire station(s) for the conduct of Union Meetings with permission of the Fire Chief. Said meetings should not commence until after 5:00 p.m. nor shall it interfere with any scheduled Departmental training or planned activity. Notice to the Fire Chief by the Union shall be made at least seventy-two [72] hours in advance. If in the sole discretion of the Fire Chief should emergency circumstances warrant, the meeting may be canceled and Departmental personnel attending must perform Fire Department related tasks. There shall be no authorized use of over-time for members to attend any Union meetings.

Section 4 B Union Representative Access to Worksite Local 73 Union Representatives shall be allowed to visit employees at the worksite for purposes of discussing grievances, negotiations or other Union business. Such visits shall not disturb the normal work flow of the Department. The Chief shall be notified in advance of such visits.

ARTICLE XIII

BULLETIN BOARD

The Village shall provide adequate space on and maintain one 3 x 5 bulletin board in the Fire Station.

ARTICLE XIV

MINIMUM MANNING

The Department shall have three members on duty at all times which may include a Chief Officer. This provision shall follow NFPA 17-10.

The Department shall staff the following positions at all times:

- Two (2) EMT certified members
- One (1) certified firefighter

A dual certified member may be staffed for one position but may not fulfill two positions on any given shift. Fulfilling the minimal certification level and minimal staffing requirements shall be at management's discretion. For purposes of staffing, the priority is the two emt or emt/firefighter.

In the event that staffing levels fall below the shift minimum required staffing level, pursuant to Article 14 the Fire Chief or designee must call back qualified firefighters to meet the shift minimum of 3, using the following procedures:

- [1] The Fire Chief shall first seek volunteers to fill the shift
- [2] If no one volunteers, the Fire Chief shall call back qualified firefighters on the basis of reverse seniority:
 - [a] In the event that a firefighter is unable to report for duty after being called Back due to a conflict with other employment, the Fire Chief shall contact the next firefighter on the seniority list until the shift is filled.
 - [b] In the event that the Fire Chief is unable to fill the shift minimum after contacting all qualified firefighters on the seniority list, the Fire Chief shall order the junior firefighter on duty of the previous shift to hold over until the shift minimum is met.

The Fire Chief shall exercise his authority under this Section in an arbitrary manner.

ARTICLE XV

TRAINING

Training is considered essential to enable the Employees to function and carry out required duties. The Village will make training available as it deems appropriate. The Village will compensate Employees who attend training at their regular hourly rate. Employees seeking additional training shall submit such request to the Chief and the Village shall pay registration costs and fees for training.

Training is considered essential to enable the Employees to function and carry out required duties. Shift assigned firefighters shall train at any time from of 10:00 hours through 22:00 Hours (except Tuesdays). The department shall make mandatory training available for all firefighters, (Shift Employees, and Paid on Call) on a weekly basis. Training is provided each Tuesday night from 19:00 hours through 22:00 hours (except for nights falling on Holidays) and on Tuesday mornings from 09:00 through 12:00 hours (except for days falling on Holidays).

Employees shall attend all mandatory training sessions unless excused by the Chief or his designee. Employees must attend a minimum of six (6) hours of training sessions each month (regardless of whether such absence is excused subject to the provisions of this section) or be subject to discipline or discharge. In the event of a special Training or department meeting, all members will be compensated at their regular hourly rate. Members who attend special training or meetings shall be compensated at time and a half if their work hours exceed 106 hours as outlined per FLSA (14 day cycle).

ARTICLE XVI

SAFETY

Section 1 Injury and Illness Reporting the Village agrees to maintain the existing injury and illness report system. Copies of all reports shall be made available upon request to the affected Employee in accordance with the procedure contained in the section on Personnel Files.

Section 2 Employee Notification If the Fire Chief or his Designee is notified that an Employee has provided emergency medical care to a patient who is suspected of having or has a serious communicable disease or infectious disease that requires the exposed Employee to seek medical treatment, the Employee shall be promptly notified. The reasonable cost of any required medical examination, diagnostic test or immunizations related to exposure for the Employee in question shall be paid by the Village.

Section 3 Turn-out Gear & Equipment the Village shall provide to each member of the bargaining unit safe and adequate turn-out gear and equipment. If for any reason a member's turn-out gear becomes damaged or unserviceable, the Village will repair or replace same.

Section 4 Unsafe Vehicle Clause If for any reasonable cause, a member of the bargaining unit feels that an emergency vehicle, including any tool, equipment, or breathing apparatus on the vehicle is unsafe to operate, that member shall contact an officer of the Fire Department who will determine whether the vehicle or item is in fact safe and should be taken out of service. If determined unsafe, the vehicle or item shall not be placed back in service until it has been repaired. Major repairs as determined by Department Officers shall be completed by a qualified mechanic.

ARTICLE XVII

DEFINITION OF SENIORITY

Seniority shall be determined by continuous service in the Fire Department calculated from the most recent date of employment.

ARTICLE XVIII

LAYOFFS

In the case of personnel layoffs, the Employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Failure to report to work on the date designated for return shall constitute a waiver of the Employees job reinstatement rights. No new Firefighters shall be hired until all laid-off, Firefighters have been given the opportunity to return to work.

Laid-off Firefighters shall be notified by Certified Mail of their reinstatement, and given 14 working days to return to work. It is the responsibility of the laid-off Firefighters to make sure the Village has their current mailing address and phone number

ARTICLE XIX

RULES AND REGULATIONS

Section 1 Employer Rights the Village retains its inherent management right to promulgate reasonable rules and regulations related to the conduct and operation of the Fire Department.

Section 2 Compliance The Union agrees that its members will comply with all reasonable rules and regulations of the Fire Department.

Section 3 Manual of Rules and Regulations Written rules and regulations shall be contained in a loose leaf binder with copies being maintained in a filing cabinet at the Fire Station. The manual shall be indexed and not contain rules or regulations in conflict with each other, nor with this Agreement. A superseded rule of regulation shall be removed from the manual on the effective date of a new rule or regulation which supersedes it.

Section 4 Adoption of New Rules and Regulations New rules and regulations shall be posted in the fire station at least fourteen [14] days prior to their effective date. Prior to the effective date, they shall be posted or otherwise provided to unit members and inserted in all copies of the manual of rules and regulations. Where the Village deems necessary, training shall be provided regarding a new rule or regulation. All employees shall sign for any changes in the rules and regulations.

ARTICLE XX

DRUG AND ALCOHOL TESTING

Section 1 General Policy Regarding Drugs and Alcohol The use of illegal drugs and the abuse of alcohol by members of the Fire Department presents unacceptable risks to the safety and well-being of other Employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the Employees who serve and protect them obey the law and be fit and free from the effects of alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of Employees and residents, the Village and the Union agree to establish a

program that will allow the Village to take the necessary steps, including drug an/or alcohol testing, to implement a general policy regarding drugs and alcohol.

The Fire Department and its Employees have the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its Employees are physically and emotionally fit to perform their job at all times. For these reasons, the abuse of alcohol or the use, possessions, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department Members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 2 Definitions

- [a] Drugs shall mean any controlled substance listed in Chapter 562 of the Illinois Revised Statutes known as the Controlled Substances Act, for which the person tested does not submit a valid, predated prescription. In addition, it includes a designer drug which may not be listed the Controlled Substances Act, but which have adverse effects on perception, judgment, memory or coordination.

Among the drugs covered by this policy are the following:

Opium	Morphine	Tranquilizers
Heroin	Amphetamines	Marijuana
LSD	Hash	Barbiturates
Hash Oil	Cocaine	

Or any other listed by NIDA.

- [b] The term drug abuse includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

Section 3- Prohibitions Firefighters shall be prohibited from:

- [a] Consuming or possessing alcohol or prescribed drugs [drugs proscribed by the Controlled Substances Act] at any time during the work day on any of the Villages premises or job sites, including all Village buildings, properties, vehicles and the Employees personal vehicle while engaged in Village Business.
- [b] Using [any level] selling, purchasing or delivery of any prescribed drug during the work day or when off duty.
- [c] Being under the influence of alcohol [blood alcohol level of .01 and above] or prescribed drugs [any level] during the course of the workday.
- [d] Failing to report to their Supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action up to and including discharge.

Section 4 B Administration of Tests The Village may require an Employee to submit immediately to breathalyzer, blood and/or urine tests on a random or specified situation basis, or if the Village otherwise determines there is probable cause for such testing. If an Employee is required to undergo such testing based on probable cause, The Village will provide the Employee with the basis for such probable cause in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test and the written basis will be provided with three [3] days thereafter.

Random testing shall be done on dates and at times and places designated by the Fire Chief. A Union Representative shall be advised of the date, time and place for the testing and the name [s] of the Employee [s] to be tested. The Union shall have the right to have a Union representative present at the test site, provided that the Union representative is available with one [1] hour of when the Union is notified. No Employee shall be subject to random testing more than once in a twelve-month period, unless there is reasonable cause. Specified situation testing may occur in the follow circumstances:

- [a] If a Firefighter is involved in a motor vehicle or other accident while in the performance of duty
- [b] If the Firefighter has experienced excessive absenteeism or tardiness under circumstances giving rise to a reasonable suspicion of off-duty drug or alcohol abuse.

The Village may use breathalyzer tests as well as urine and blood tests for alcohol testing. For drug/alcohol tests not involving a breathalyzer, the Village shall use only licensed clinical laboratories and shall follow their procedures. The taking of urine samples shall conform to the laboratories testing.

An initial positive test result shall be submitted to the Village. Upon request, the Village shall provide an Employee with a copy of any test results which the Village receives with respect to such Employee. A positive test result will immediately be cause for disciplinary action.

A portion of the tested sample shall be retained by the laboratory so that the Employee may arrange for another confirmatory test [GC/MS or a scientifically accurate equivalent] to be conducted by a licensed clinical laboratory of the employees choosing and at the Employees' expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Employer, the Employee shall not have access to the sample and shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Before taking any test is administered, the Employee may request a meeting with the Chief, with or without Union representation. At any such meeting, the Employee and/or the Union may raise issues relating to the testing, including probable cause. The Employee shall also have a one-time only option at this meeting to admit to a drug/alcohol illness and to seek assistance from the Chief. If the Employee invokes this option, the test results shall not be made available to the Village.

Except where the Employee invokes the one-time only option to admit to the illness and to seek assistance from the Chief, the results of any positive tests shall be made available to the Village. If an Employee tests positive for the use of a prescribed drug, and/or if the Employee invokes the one-time only option to admit to the illness and to see assistance from the chief, the Employee shall be required to enter and successfully complete the Program, during which time the Employee may be required to submit to random testing with the understanding that if the Employee again tests positive, the Village may take such action as the Village in its discretion deems appropriate. The Village retains the right to take such action as the Village in its discretion deem appropriate, subject to just cause, in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Conduct prohibited by Section 3 of this Article shall be cause for discipline, including termination.

Employees who are exposed to marijuana smoke while performing their Department duties shall note the exposure on a Department Exposure Sheet. Such exposure shall be considered if the employee [s] should test positive within one month of the documented exposure.

Section 5 B Voluntary Assistance Except where there is imminent danger to the life of an Employee or others, and except where the Employee has invoked the one-time only option to admit to the illness and to seek the assistance provided for in Section 4 above, The Chief shall maintain in strict confidentiality the fact that an Employee has voluntarily sought assistance from the Chief. Seeking confidential assistance from the chief shall not be grounds for disciplinary action; however, the seeking of such confidential assistance also shall not insulate an Employee from the consequences of engaging in conduct prohibited by Section 3.

Section 6 Expungement If an Employee is ordered to take a drug or alcohol test pursuant to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the Employees personnel records no later than two years after the date of the test unless the Employee has tested positive on another occasion within the two-year period.

ARTICLE XXI

DISCIPLINE AND DISCHARGE

Section 1 B Discipline and Discharge the parties recognize the principles of progressive and corrective discipline. Disciplinary action or measure may include the following:

- [a] Oral reprimand
- [b] Written reprimand
- [c] Suspension {notice to be given in writing}
- [d] Discharge

Disciplinary action may be imposed upon a Non-Probationary Employee only for just cause. For purposes of this Agreement, a Probationary Employee is an Employee who has not

completed one year of service in the Fire Department, Probationary Employees may be disciplined or discharged at will.

If the Village has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the Public.

Section 2 - Investigatory Interviews Where the Village desires to conduct an investigatory interview of an Employee, they shall first inform the Employee of his right to Union representation, then they shall contact the Union representative. If the Employee desires their Union representative to be present, the interview will not take place until the Union representative can be present.

Section 3 - Limitations The Villages agreement to use progressive and corrective disciplinary action does not prohibit the Village in any case from imposing discipline which is more or less severe than set forth above.

ARTICLE XXII

PERSONNEL FILES

Section 1 - Personnel Files The Village shall keep one personnel file for each Employee within the bargaining unit.

Section 2 B Inspection Within three [3] days of a written request of an Employee made to the Chief, the

Village shall permit an Employee to inspect his personnel file subject to the following:

- [a] Such inspection shall occur within a reasonable time following receipt of the request
- [b] Such inspection shall occur during daytime working hours, Monday through Friday, upon reasonable request.
- [c] The Employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain copies of any information contained therein upon payment of reasonable costs of copying.
- [d] Upon written authorization by the requesting employee, in cases where such Employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article.
- [e] Pre-employment information, such as reference reports, credit checks or information provided the Village, with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3 B Notification The Employees shall be given written notice with a reasonable time [but not more than three [3] working days by the Village when a written reprimand or other disciplinary documentation is permanently placed in their personnel file.

Section 4 B Illinois Access to Personnel Records Act the village will comply with the Illinois Access to Personnel Records Act in its entirety. Time to time supplemented and amended, in its entirety and each Employee will be afforded all rights contained therein. Definitions as used in the Personnel Records Review Act shall control if further clarification is required herein and all exceptions contained in 820 ILCS 40/10 shall prevail over any specific term or condition contained in this Article.

ARTICLE XXIII

GRIEVANCE PROCEDURE

Section 1 B Grievance Defined A grievance for the purpose of this Agreement is defined as a difference of opinion between an Employee covered by this Agreement and the Village with respect to the meaning or application of the express terms of the Agreement or a Department Rule and/or Regulation.

Section 2 B Procedure Grievances shall be settled in the following manner. If a grievance is not filed or appealed to, any step of the grievance procedure or arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the Villages last answer. If the Village does not answer the grievance within the applicable time limit, the grievance shall be considered denied at that step at the time such answer is due.

Step I

The Employee concerned must submit a grievance in writing to the Chief within seven [7] days of the first instance of the alleged act or omission, or when the employee first had knowledge, which is the subject of the grievance. If not raised within the applicable time limit, the grievance shall be deemed to have been waived and shall not be processed further. The Chief shall attempt to adjust the grievance at a meeting held within five [5] days of the grievance being filed. The Grievant [s], Union Steward and Union Representative may be present at such meeting. The Chief shall render a written decision within seven [7] calendar days of the meeting.

Step II

If the grievance is not settled at Step I, the grievance may be submitted in writing by the Union to the Village Administrator within 7 calendar days after the Fire Chief denial. The Village Administrator shall have 14 calendar days to render a written decision after the grievance has been submitted.

Step III

If the grievance is not settled in accordance with the forgoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Village Administrator within 28 calendar days after receipt of the Villages answer in Step II [or if no answer, the last date for such answer.]

The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven [7] arbitrators from Illinois who are members of the National Academy of arbitrators. The parties shall alternatively strike one name at a time from the list until one remains, with a coin toss being used to determine who strikes first, providing that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his/her selection by joint letter from the Village and Union requesting that he/she set a time and place for hearing, subject to the availability of the Village and Union representatives. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her and his/her award and decision shall be based solely upon his/her interpretation of the meaning of application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The cost of the Arbitrator, proceeding including the fee expenses of the Arbitrator, shall be divided equally between the Village and the Union.

Section 3 Representation Grievances may be processed by the Union on behalf of an Employee or on Behalf of a group of Employees. The Grievant or one grievant representing a group of grievants may represent two [2] or more Employees by the Union only, and only if the same facts, issues and requested Remedy apply to all Employees in the group.

Section 4 B Subject Matter Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the position, the Article and Section of the Agreement allegedly violated, the date of the alleged violations, the relief sought, and the date of filing. It shall be prepared on the Local 73 grievance form.

Section 5 Time Limit -Grievances may be withdrawn at any step of the grievance procedure without precedent. Time limits may be extended by mutual agreement.

Section 6 Investigation One steward shall be permitted reasonable time during his shift to investigate established grievances on the Villages property without loss of pay provided that the investigations shall not interfere with his regular duties.

Section 7 Grievance Meetings A maximum of one [1] Employee [the grievant or the Unions steward] per work shift shall be excused from work without loss of pay to participate in a Step I grievance meeting if the meeting is scheduled during his shift. A maximum of two [2] Employees [the grievant and/or Union Steward] per work shift shall be excused from work without loss of pay to participate in a Step II or Step III grievance meeting. The Employee[s] shall only be excused for the amount of time reasonable required to present the grievance. The Employee[s] shall not be paid for any time during which a grievance meeting occurs outside of the Employees work shift. In the event of a grievance, the Employees' assigned work task shall be performed first and the grievance filed later, unless the Employee reasonable believes the assignment endangers his safety. In no event shall Employees be permitted to participate in grievance meetings if it will interfere with his regular work duties, if the meeting is scheduled during his shift.

ARTICLE XXIV

NO STRIKES NO LOCKOUTS

Section I - Striking Neither the Union, its officers, agents, nor any Employee, will instigate, encourage, participate in, promote, or condone any strike, sympathy strike, concerted work stoppage, slowdown, secondary boycott against the Village regardless of the reason for so doing during the term of this agreement. Any and all employees who violate any of the provisions of this Article may be disciplined up to and including discharge 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.

Section 2 Compliance 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 the event of a violation of this article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 3 No Lockouts No lock out of Employees shall be instituted by the Village during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

Article XXV

LEAVES OF ABSENCE

Section 1. Sick Leave. Sick leave is allowed only in case of necessity when the employee is actually sick or disabled. Employees shall accumulate sick leave at the rate of twelve (12) hours for each month worked. Sick leave may be accumulated from year to year. Sick leave shall not be earned or accumulated during any lay-off period, or during any leave of absence (excluding an on duty injury) or in any month where an employee is absent five (5) or more days from work due to sickness. Employees shall be permitted to use sick leave for an illness or disability incurred in conjunction with outside employment, also to care for a sick child or spouse or to attend a funeral of an extended family member (*i.e.*, aunt, uncle, etc.).

The Fire Chief, or the shift supervisor or his designee, may require a firefighter to provide a doctor's statement verifying the employee's illness or injury for two (2) duty days or more of absence. The Chief, or shift supervisor or his designee, must notify the employee that such proof is required at the time the employee calls in sick, or during such time the employee would have otherwise been on duty. Further, this shall not relieve the employee of his responsibility to notify the Village of his inability to report for duty, due to illness or injury, nor shall it abrogate any other disciplinary rights of the Fire Chief or the Board of Fire and Police Commissioners.

An employee calling in sick or injured for his/her duty shift must notify the shift commander or acting shift commander at least one (1) hour prior to the start of his/her shift.

Section 2 — FMLA -An "eligible employee," as that term is defined under the Federal Family and Medical Leave Act of 1993 (29 USC Sec. 2601 et seq.) shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period, in accordance with the terms and provisions of said Act. The twelve (12) month period shall commence on the date that

the employee first utilizes FMLA leave and shall run for twelve (12) consecutive months, at which point a new twelve (12) month period shall not commence until the employee utilizes additional FMLA leave. The employee shall provide the Fire Chief or his designee at least thirty (30) calendar days' notification, if possible, before taking such FN4LA leave, or shall provide such notice as is practicable. An eligible employee shall be required to utilize all accrued medical or sick leave, personal days, compensatory time or vacation time (except for seventy-two (72) hours) during and as part of the FMLA leave.

Section 3. Funeral Leave. The Village agrees to provide each employee a one (1) day paid funeral leave, in the event of a death in the immediate family (two (2) days in the case of a spouse or child). Immediate family shall be defined as spouse, child, parent, brother, sister, (including step and half), grandchildren, grandparents, mother-in-law and father-in-law, Funeral leave may be extended, at the employee's request, by use of other time-off options.

In the event an employee is notified while on duty of a death of a spouse or child, the employee shall be immediately relieved from duty, and the time off for the remainder of the employee's shift shall be granted in addition to the funeral leave.

Section 4. Jury Duty Leave; Depositions or Court Testimony. Leave with pay will be granted to bargaining employees for the time spent in petit jury or grand jury service. The employee shall retain any juror's fee paid to the employee for jury duty. In addition, any employee who is required by the Village to attend attorney interviews, give depositions or to testify with respect to lawsuits or administrative proceedings that are job-related shall be excused from work without loss of pay for the period of time which the employee is required to be away from work or during which he would have otherwise been scheduled to work, unless the Village and the employee are opponents in the litigation or the administrative proceeding.

Section 5. Extended Off-the-Job Injury or Illness. An employee who is unable to perform the duties of his position due to a non-service connected injury or a major illness must first use all accrued sick leave. Should said sick leave expire, all accrued holiday time, personal time and vacation time shall be utilized.

ARTICLE XXVI

WAGES AND HOURS

Section 1 Wages - See Appendix A

Section 2 Overtime Employees shall not be permitted to sign up for overtime hours without permission of the Chief. The work period for FLSA purposes shall be twenty-seven days, consisting of 48 hours per week. An Employee shall be paid one and one-half [1 1/2] times his/her regular straight time hourly rate of pay for all hours worked in excess of 48 hours in any regular work period.

Section 3 - Shift Exchange Employees shall be allowed to exchange shifts, either partial or full shift, provided that minimum staffing requirements are maintained. Such exchanges shall not be denied as long as the substitute employee's level of training is equal to, or more qualified, than

the employee seeking the exchange. This shall be approved by the Fire Chief or his designee at least 48 hours before this trade shall be approved and the trade shall not create overtime.

Section 4 Call Back Pay Employees will be paid at their regular rate of pay for hours actually worked during call backs. Employees shall be paid a minimum of two hours pay for hours actually worked during callbacks. Employees shall be paid a minimum of two hours pay at the regular rate for each callback. Employees shall only be paid for a call back when a general alarm is activated. Employees shall sign their own name on the sign-in sheet. If an employee fails to sign in, the employee shall not receive pay for this callback.

Section 5 Holidays Employees shall be paid at two times [2] their regular rate for hours of work performed on the following holidays:

New Year's Day
Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Additionally, employees who work on the following holidays shall receive six (6) hours of straight pay at their hourly rate in addition to regular straight pay:

New Year's Eve	Good Friday
Juneteenth	Christmas Eve

Section 2:

EMT-B: Employees shall be responsible for the initial cost of tuition for EMT-B certification classes. Time spent at such classes shall not count as hours worked and employees will not be paid for such time. After the employee receives a passing grade in the class, the Village shall reimburse the employee fifty percent (50%) of the cost of tuition. Additionally, the Village shall reimburse the employee the remaining fifty percent (50%) of the cost of tuition after the employee obtains an EMT-B license from the Illinois Department of Public Health. However, if the employee leaves the Department before completing one (1) year of continuous employment, the employee shall reimburse the Village for one hundred percent (100%) of the tuition cost.

Once an employee has obtained an EMT-B license, the employee is required to retain the license to work shifts. The Village shall pay the cost of tuition for classes that an employee is required to take to maintain a EMT-B certification. Attendance at classes required to maintain such certifications will count as hours worked and be compensated accordingly, except the hours will not be counted toward fifty-three (53) hours in any regular work period unless the employee is already scheduled to work.

Section 7- Vacations- Per current Policy Manual in effect August 2012

Section 8 – No pyramiding there shall be no pyramiding of premium pay under any provision of the Agreement.

Section 9 Shift Assignments The Employer shall not change an employee's assigned shift without first providing notice to the employee at least thirty (30) days before the shift assignment is to be changed.

ARTICLE XXVII

DUTY DAYS OFF

- A- Full-time Firefighters shall work a twenty-four hour on duty shift, and forty-eight hour off duty. Schedule. Each firefighter shall receive one (1) twenty-four duty day off of work during each twenty-seven (27) day work cycle. These days shall be known as "Duty Days Off"(DDO). The purpose of DDO Days is to reduce the employee work week to forty-eight point one (48.1) hours. Any firefighter who has a DDO Day fall during his vacation shall be allowed to exchange his DDO for another day. The Fire Chief or his designee shall insure that work schedules and DDO schedules are posted no later than two (2) working days (six calendar days) prior to the commencement of each shift-work cycle.
- B- Part-Time Regular shifts shall be twelve [12] hours in duration, with shift change at 7:00 a.m. and 7:00 p.m. The work week shall be from 7:00 a.m. Saturday to 7:00 a.m. the following Saturday. [For payroll purposes. No part-time Employee shall schedule themselves for more than 53 hours in a normal work week, If an emergency occurs, it shall be at the discretion of the Fire Chief or his Designee to OK hours past 53.

Section 9 Shift Qualifications

To keep working shifts an Employee must be at least a CF II, and must attend training requirements. If for any reason a member does not meet these qualifications, they will be not be permitted to work shift the next month until they meet these requirements.

[a] New members shall be required to do [5] twelve-hour shifts before they may pick shifts. The following format will be used when picking shifts.

[b]The following format will be used when picking shifts. In seniority two members will be assigned a day to pick first-round shifts [five shift days] It shall be the Employees responsibility to pick shifts on that day. If an Employee does not select shifts to work on the day that they are assigned to do so, they will be skipped and the next senior Employee shall have opportunity to select. After the selection, the prior Employee shall again be allowed to pick shifts to work. No member shall schedule themselves for more than thirty-six hours in a row without a twelve-hour break. The only exception will be in the case of an emergency and shall be approved by the Fire Chief or his Designee.

Section 10 Individual Lockers The lockers being provided currently shall remain and the Fire Chief shall attempt to procure additional lockers.

Section 11 Holdover Any member held over to work a shift for lack of manning shall receive time and one half for all hours worked on that shift.

ARTICLE XXVIII

MEDICAL INSURANCE

A medical hospitalization and dental insurance policy shall be issued to each full-time employee of the Department. An advisory committee shall be created consisting of three (3) Union members and three (3) Village employees to study any recommended changes in the "Health Insurance" premium for the Village.

The group health, hospital and dental insurance policy, including the eligibility requirements established by the Village, shall be maintained for the term of this Agreement; provided, however, that the Village retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains identical. The Village shall provide single coverage and the employee shall pay \$60 per month of the premiums of said health, hospital, vision, and dental insurance policy.

ARTICLE XXIX

UNIFORMS

The Village of Robbins shall provide uniforms to all its employees on an as-needed basis. Included on this list is:

- [a] 2 pair of pants
- [b] 2 short sleeve, button shirts
- [c] 2 long sleeve, button shirts
- [d] 1 pair shoes
- [e] Leather belt
- [f] Jacket
- (g) 4T-Shirts
- (h) 1 Sweatshirt

Uniforms shall be worn on all calls and in the station at all time except when maintenance work is being done. The Village will maintain the quarter master system.

Upon employment, each employee shall receive a uniform voucher in the amount of five hundred dollars (\$500.00). If the employee works their minimum shift requirement in the first year, and each year thereafter, the employee will receive an annual \$500.00 uniform voucher which may be used solely for the purpose of purchasing additional uniform materials. Each annual uniform voucher shall not roll over and may only be used during the twelve (12) calendar months immediately following its dispersal to an employee. After an employee has completed four (4) years of service working for the Village as a member of this bargaining unit, the employee shall receive an additional voucher in the amount of three hundred dollars (\$300.00).

ARTICLE XXVII

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. The parties acknowledge that during the negotiations which resulted in the Agreement, each 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 parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any such subject 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.

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 matter or issue which may legally be or have been the subject of bargaining, regardless of whether or not such matter or issue was raised or could have been raised or foreseen in collective bargaining and regardless of whether such matter is covered or excluded by the express language of this Agreement.

ARTICLE XXXII

SAVINGS CLAUSE

If provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislations, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provisions [s] shall be open to negotiations upon written request of either party.

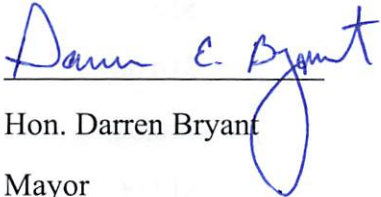
ARTICLE XXXIII

DURATION

This Agreement shall be effective as of the First [1st] day of shall remain in full force and effect until 11:59 p.m. on the thirtieth [30th] day of June 2017. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety [90] days prior to the expiration date that it desires to modify this Agreement

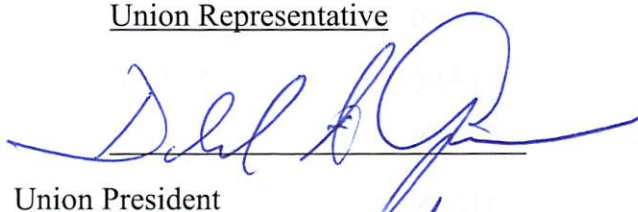
VILLAGE

VILLAGE OF ROBBINS



Hon. Darren Bryant
Mayor

Union Representative



Union President

Union Representative



Union Representative



Union Representative



Union Representative

Appendix AWages

Wage increases shall not be effective until this Agreement has been ratified by the Village:

Upon ratification: Single Role EMT or Firefighter

Year	Start	YR-2	YR-3	YR-4
2022	\$13.50	\$14.00	\$14.50	\$15.00
2023	\$14.00	\$14.50	\$15.00	\$15.50
2024	\$14.50	\$15.00	\$15.50	\$16.00
2025	\$15.00	\$15.50	\$16.00	\$16.50
2026	\$15.50	\$16.00	\$16.50	\$17.00

Dual Role Fire Fighter/EMT

Year	Start	YR-2	YR-3	YR-4
2022	\$14.00	\$14.50	\$15.00	\$15.50
2023	\$14.50	\$15.00	\$15.50	\$16.00
2024	\$15.00	\$15.50	\$16.00	\$16.50
2025	\$15.50	\$16.00	\$16.50	\$17.00
2026	\$16.00	\$16.50	\$17.00	\$17.50

Engineer

Year	Start	YR-2	YR-3	YR-4
2022	\$14.50	\$15.00	\$15.50	\$16.00
2023	\$15.00	\$15.50	\$16.00	\$16.50
2024	\$15.50	\$16.00	\$16.50	\$17.00
2025	\$16.00	\$16.50	\$17.00	\$17.50

2026	\$16.50	\$17.00	\$17.50	\$18.00
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Lieutenant

Year	Start	YR-2	YR-3	YR-4
2022	\$14.50	\$15.00	\$15.50	\$16.00
2023	\$15.00	\$15.50	\$16.00	\$16.50
2024	\$15.50	\$16.00	\$16.50	\$17.00
2025	\$16.00	\$16.50	\$17.00	\$17.50
2026	\$16.50	\$17.00	\$17.50	\$18.00

Captain

Year	Start	YR-2	YR-3	YR-4
2022	\$15.00	\$15.50	\$16.00	\$16.50
2023	\$15.50	\$16.00	\$16.50	\$17.00
2024	\$16.00	\$16.50	\$17.00	\$17.50
2025	\$16.50	\$17.00	\$17.50	\$18.00
2026	\$17.00	\$17.50	\$18.00	\$18.50

Retroactive Pay

In lieu of the above, the Union agrees to retroactivity pay of twenty thousand dollars (\$20,000) to be distributed among current members at the discretion of the bargaining unit. Ten thousand dollars (\$10,000.00) of the retroactive pay shall be paid by the Village within thirty (30) days of the execution of this agreement. The remaining ten thousand dollars (\$10,000.00) of the retroactive pay shall be paid in April of 2023.