5/01/2019 TO 4/30/2020

LABOR CONTRACT

BETWEEN

THE VILLAGE OF BOLINGBROOK

ILLINOIS

AND

THE BOLINGBROOK FIRE FIGHTERS ASSOCIATION LOCAL 3005

OF THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO-CLC
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This Agreement made and entered into between the Village of Bolingbrook, Illinois, hereinafter referred to as the Employer, and the Bolingbrook Fire Fighters association, Local 3005, IAFF, hereinafter referred to as the Union.

“Witnessed:

“Whereas, the Employer has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with employees because such practices and procedures are appropriate to functions and obligations of the Employer to retain the right to operate the Village government effectively in a responsible and efficient manner, and

“Whereas, it is the intent and purpose of the parties to set forth herein rates of pay, wage, hours of employment, benefits and other conditions of employment, and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Village, and

“Whereas, both parties agree that it is in their best interests to increase the efficiency and productivity of employees covered by this Agreement.

“NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties do mutually agree as follows:
ARTICLE I—PREAMBLE

Section 1. Objective
The following agreement, by and between the Village of Bolingbrook, Illinois hereinafter referred to as the Employer, and the Bolingbrook Fire Fighters Association, Local 3005, of the International Association of Fire Fighters, American Federation of Labor, Congress of Industrial Organizations and Canadian Labour Congress, hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the Employer and of its employees who are covered by the provisions of this Agreement.

Both parties mutually agree that their objective is for the good and welfare of the Employer and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

ARTICLE II—RECOGNITION

Section 1. Bargaining Unit
The Employer recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, benefits and conditions of employment for all full-time fire fighters and Lieutenants of the Fire Department of the Village of Bolingbrook, but excluding all professional employees, confidential and managerial employees, supervisory employees, and those employees in the classification titles which include EMS Director, Battalion Chief, Captain, Fire Marshal, Deputy Fire Chief and Fire Chief.
**Section 2. Representation**

The Employer shall not negotiate with employees regarding wages, hours or working conditions, except if the Union agrees. The Employer shall not meet, discuss or negotiate with any other employee organization or its representatives on matter pertaining to wages, hours or working conditions of the employees covered by and during the course of this Agreement, unless otherwise provided by law.

**ARTICLE III—MANAGEMENT RIGHTS**

**Section 1. Management Rights**

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village of Bolingbrook Fire Department, in all aspects, including, but not limited to:

a. The right to determine its missions, policies, and to set forth all standards of service offered to the public:

b. To plan, direct, control and determine the operations of services to be conducted by employees of the Village of Bolingbrook Fire Department:

c. To determine the methods, means, number of personnel needed to carry out the departments mission:

d. To direct the working forces:

e. To hire and assign or to transfer employees within the fire department, and to set hours of work and overtime policies:

f. To promote, suspend, discipline or discharge for just cause:

g. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons:
h. To make, publish and enforce rules and regulations:

i. To introduce new or improved methods, equipment, or facilities:

j. To purchase goods and services

k. To take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency as may be declared by the Mayor, or his designee, provided that no right enumerated herein shall be exercised or enforced in a manner contrary with the provisions of this Agreement, except as set forth in Section 3, below, and

l. To determine the qualification of applicants for the positions of employment.

Section 2. Rights of President and Board of Trustees

The Mayor has the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto. The Union in no way by adoption of this paragraph is waiving it’s right to meet and negotiate with the Village in advance of the adoption of the Village budget over any item of bargaining as set forth in 5 ILCS 315/14.

Section 3. Civil Emergency Provision

If in the sole discretion of the Mayor or his designee, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, snow storms, or other similar catastrophes, provisions of this Agreement may be suspended by the Mayor or his designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Fire Chief or his designee shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Fire Chief or his designee shall follow-up said
advise in writing as soon thereafter as practicable and shall forward said written notice to the President of the Union.

ARTICLE IV—UNION RIGHTS

Section 1. Access to Premises
The Employer agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the Employer during working hours with advance notice to the Fire Chief and/or his representative. Such visitations shall be for the reasons of the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a meeting place and to provide a representative to accompany a Union officer where operation requirements do not permit unlimited access.

Section 2. Time Off for Union Activity
Local Union representatives shall be allowed time off for legitimate Union business such as State or area wide Union committee meetings, and State or International conventions, not to exceed five (5) days for each request. Such representative shall give four (4) shift days’ notice to his/her supervisor of such absence. The Employee shall utilize any accumulated time (holiday, vacation days) for said time off. Such time off shall not cause more than six (6) platoon personnel to be scheduled off, nor force changes in previously approved time off. Voluntary shift changes by the employees affected will be allowed.

The Union President and Secretary-Treasurer will be allowed time not to exceed four (4) hours, to attend regularly scheduled monthly Union meetings, provided that the
Shift Commander is advised of such meeting two (2) shift days in advance of such meetings. These employees shall be considered on duty and available for all emergency calls.

Up to three (3) members of the Negotiating Team shall be allowed time off from duty without loss of pay for meetings which shall be mutually set by the Employer and the Union. The release from duty for such employees shall be one half (1/2) hour prior to the meeting and one (1) hour after the conclusion of the meetings.

**Section 3. Union Bulletin Boards**

The Union shall have the right to post notices on the employee bulletin boards located in each fire station. The items posted shall not be political, partisan, derogatory, or defamatory in nature. All items that the Union wishes to post must be approved by the Fire Chief or his representative, which such approval shall not be unreasonably denied.

**Section 4. Fair Share**

Employees covered by this Agreement who are Union members as of the effective date of this Agreement, shall be required to maintain membership in the Union or if not members to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration, and pursuit of matters affecting wages, hours and conditions of employment. Employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30) day following their respective dates of hire also be required to pay a fair share fee. The amount of the fee shall be certified to the Village by the Union, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under section 5.
Should any employee object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to the employee’s fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employer and the Union. The Union shall certify to the Village the charitable organization to which payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

**Section 5. Checkoff**

Upon receipt of a signed authorization from an employee in the form set forth in Appendix B, the Village agrees for the duration of this Agreement to deduct from such employee’s pay uniform monthly dues and uniform assessments. The Union will notify the Village in writing of the amount of the uniform dues or uniform assessments to be deducted. Deductions shall be made the first and second Village payday of each month and shall be remitted, tighter with an itemized statement, to the Treasurer of the Union no later than seven (7) days following the deduction.

The Employer agrees to deduct, monthly, FIREPAC deductions in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted bi-weekly by the employer to the Treasurer of the Union.
An employee may, at any time, on forms provided by the Union, revoke FIREPAC deduction and shall submit such revocation for to the Village with a copy of such revocation form to the Union.

Section 6. Indemnification
The Union will indemnify and hold the Village harmless against any and all claims, demands, damages, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Village for the purpose of complying with the provisions of Article IV, Section 4 and 5.

ARTICLE V—GRIEVANCE PROCEDURE

Section 1. Definition
As used herein, “Grievance” shall mean any dispute or complaint regarding the interpretation of, application of, or compliance with the terms of this agreement.

Section 2. Procedure
The Union and Employer encourage all employees to resolve the problem through the department chain of command before initiating the grievance procedure.

Grievances which may arise between the parties or any employee shall be processed in the following manner:

All time limits shall consist of calendar days, excluding Saturdays, Sundays and Holidays, hereafter in the Article referred to as days. The Employer representative at each step shall notify any one of the following: the Union President, the Secretary-Treasurer or the Union Steward of the scheduling of any and all meetings required by this procedure. It shall be the responsibility of the notified Union officer to notify the aggrieved employee and the Union grievance representative of the scheduling of said meetings.
**STEP 1:** The grievance shall be presented in writing to the Battalion Chief of the employee’s respective platoon within twenty-one (21) business days from the latter of the occurrence giving rise to the grievance or from the filing party’s grievance. The Battalion Chief will arrange for a meeting to take place within five (5) business days after receipt of the grievance. The Union’s grievance representative, the grievant and the Battalion Chief and/or his designee shall be present for the meeting, and within five (5) business days of the meeting, the grievant and the Union President shall be provided with the Battalion Chief’s written response including the reasons for the decision.

**STEP 2:** If the grievance is not resolved at Step 1, the grievant may refer the grievance to the Fire Chief (or his designee) within five (5) business days after receipt of the Step 1 response. The Fire Chief shall arrange with the grievant and the Union grievance representative for a meeting to take place within five (5) business days of the Fire Chief’s (or his designee’s) receipt of the appeals. Within five (5) business days of the meeting, the grievant and the Union President shall be provided with the Fire Chief’s (or his designee’s) written response including the reasons for the decision.

**STEP 3:** If the grievance is not resolved at Step 2, the grievant may refer the grievance to the Village Attorney (or his designee) within five (5) business days after receipt of the Step 2 response. The Village Attorney (or his designee) shall arrange with the grievant and Union grievance representative for a meeting to take place within five (5) business days of the Village attorney’s (or his designee’s) receipt of the appeal. Within seven (7) business days of the meeting, the grievant and the Union President
shall be provided with the Village Attorney’s (or his designee’s) written response including the reason for the decision.

**STEP 4:** If the grievance is not resolved at Step 3 to the satisfaction of the Union it may refer the grievance to binding arbitration by notifying the Village Attorney within seven (7) business days of receipt of the Step 3 written decision. At the same time, the Union shall forward a demand for arbitration to the American Arbitration Association or the Federal Mediation and Conciliation Service, requesting a list of seven (7) arbitrators.

Upon receipt of the list of arbitrators, the Village Attorney or his designee and the Union President or his designee shall make a good faith effort to: research the names therein and within seven (7) business days meet to select an arbitrator. If the parties cannot agree on the selection of an arbitrator, each party will alternately strike on name from the list until only one arbitrator remains. The party winning the toss of a coin shall have the option of striking the first name or having the other party do so.

Notification of arbitration selection and all arbitration proceedings shall conform to the rules and regulation outlined by the American Arbitration Association or the Federal Mediation and Conciliation Services. Such proceedings shall take place at the earliest date possible. The expense for the arbitrator’s services and proceedings shall be shared equally by the Employer and the Union.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as an outline to be submitted to the arbitrator. The Employer or Union shall have the right to request, providing the request is reasonable, the arbitrator to require the
presence of witnesses and/or documents relative to the grievance. Each party shall bear the expense of its own witnesses.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make any decision contrary to the provisions of the Agreement. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of the Agreement shall be final and binding.

**Section 3. Advanced Step Grievance Filing**

Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

**Section 4. Pertinent Witnesses and Information**

The Union and the Employer may request the production of specific documents, books, papers or witnesses reasonably available from the Employer or the Union and substantially pertinent to the grievance under consideration. Such request shall not be
unreasonably denied, and if granted shall be in conformance with applicable laws, and
rules issued pursuant thereto, governing the dissemination of such materials.

**Section 5. Time Limits for Filing**

If a grievance is not presented within the time limits set forth in Section 2 of the
Article, the right to file shall be considered “waived”. If a grievance is not appealed to
the next step within the specified time limit or any agreed extension thereof, it shall be
considered withdrawn. If the Employer does not answer a grievance or an appeal
thereof within the specified time limits, the Union may elect to treat the grievance as
denied at the step and immediately appeal the grievance to the next step. The time limit
in each step may be extended by mutual agreement of the Employer and the Union
involved in each step.

**Section 6. Time Off Meeting Space and Telephone Use**

(a) Time Off: The grievant(s) and/or Union grievance representative(s) will be
permitted reasonable time not to exceed two hours unless mutually extended
by the Employer and Union without loss of pay during their working hours to
investigate and process grievances. A grievant, who is called back on a
different shift or his/her day off as a result of the Employer scheduling a
grievance meeting shall have such time spent in the meeting considered as
time worked. Employees who are on duty and testimony is directly related to
the grievance and is pertinent to the Union’s presentation or argument will be
permitted reasonable time without loss of pay to attend grievance meetings,
provided that the employee’s testimony is necessary and reasonably required
at that meeting and that the scheduling of same is prudent. No employee or
Union representative shall leave his/her work to investigate, to file or to
process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited. Such arrangements shall not be denied unreasonably. Employees attending a grievance meeting shall normally be those having direct involvement in the grievance.

(b) Meeting Space and Telephone Use: Upon request, and approved by the Employer, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance, and, upon prior approval by the Employer, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 7. Exclusion
During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Employer, and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance.

ARTICLE VI—SENIORITY

Section 1. Definition of Seniority
Seniority is an employee’s continuous length of service as defined by his original date of hire of full-time employment in the Fire Department. If two or more Contract Employees were hired on the same date, their standing on the final Fire and Police Commission Eligibility list from which they were hired shall determine their seniority.
Section 2. Personnel Reduction

Any layoffs (reduction of workforce) of employees shall be in reverse order of hiring, the last employee hired shall be the first to be laid off, and any further layoffs shall continue in reverse order of seniority.

Upon determination that a vacancy exists and there are employees who have been laid off due to a reduction in force, said employees shall be eligible to fill such position, and seniority shall prevail in determining which employee shall have the right to be re-employed.

All employees shall be responsible for keeping a current address with the Bolingbrook Fire Department. All recall notification to laid off employees shall be by certified mail. It will be the laid off employees’ responsibility to notify the Bolingbrook Fire Department of his intention to return to work within three (3) days of receipt of the notification. The employee must return to work within thirty (30) days upon receipt of said notification.

Section 3. Seniority List

The Employer shall maintain and post on January 1st and June 1st a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement.

The Employer shall maintain and post on January 1st and June 1st a current paramedic seniority list. Seniority shall be based not with length of service on the fire department but length of service as a paramedic with the Bolingbrook Fire Department.
ARTICLE VII—RULES AND REGULATIONS

The Union agrees that its members shall comply with all the Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that all rules and regulations will be equitably administered and shall not be administered or created in an arbitrary or capricious manner. Changes in work rules or regulations shall be reasonable and such new or changed rules shall be distributed to all fire stations and posted seven (7) days prior to implementation whenever possible.

ARTICLE VIII—PROMOTIONS

Section 1. General
Promotions to the rank of Lieutenant, shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, (50 ILCS 742) hereinafter the (“Act”), and the rules and regulations of the Bolingbrook Fire and Police Commission (the “Commission”), to the extent they are not inconsistent with the terms of this Article, the Act and other written agreements between the parties under this Article. A copy of this act is attached as “Appendix I” to this Agreement. For purposes of this Article and application of the Act, the Commission shall be the “appointing authority”, and the lawfully authorized officials of the Village shall be the “corporate authorities”.
Section 2.  Vacancies

This Article applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 3.  Eligibility

Candidates for the rank of Lieutenant shall have the following requirements prior to the testing date in order to take the test. Candidates who are on duty on the day of all testing shall be released from duty in order to participate in the promotional process.

All promotions shall be made from employees in the next lower rank who have:

- At least seven (7) years as a Village of Bolingbrook fire fighter; or
- At least five (5) years as a Village of Bolingbrook fire fighter with an Associate’s degree in Fire Science; or
- At least five (5) years as a Village of Bolingbrook fire fighter with Fire Officer I (or provisional) status

Section 4.  Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters which will test the candidate’s ability to discharge the duties of the position filled. The placement of employees on promotional lists shall be based on the points achieved by the employee
on promotional examinations consisting of the following components weighted as specified:

<table>
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<tr>
<th>% Weight</th>
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<tbody>
<tr>
<td>1. Written examination</td>
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<tr>
<td>2. Seniority</td>
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<td>3. Ascertained Merit</td>
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<td>4. Chief’s Points</td>
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<td>5. Local Assessment Center</td>
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<td>6. Peer Review</td>
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Candidate’s scores for the written exam shall be made immediately available upon completion of their individual tests. Seniority and Ascertained Merit shall be totaled and posted, at minimum, the day before the written examination. Scores on the subjective components shall be sealed. The sealed scores shall be tallied with both parties in attendance and then be posted within seventy-two (72) hours after they are tallied. No score shall be posted until all subjective components have been completed.

**Section 5. Test Components**

A. The Components and order of testing shall be as follows:

a. Ascertained Merit
b. Seniority Points
c. Peer Review
d. Local Assessment Center
e. Chief’s Points
f. Written Examination
B. Administration of Components—Test components shall be administered as follows:

1. **Ascertained Merit.** Points shall be awarded to a maximum of 10 points as specified in the attached Appendix E.

2. **Seniority Points.** Each candidate that is participating shall be awarded the applicable percentage of the available credit of 10 Seniority Points corresponding to the candidate’s years of service on the following schedule. Credit for years of service shall be calculated in full years of continuous length of service as defined in Article VI, Section 1, based upon each candidate’s anniversary date falling within the calendar year in which the written examination is administered.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Applicable Percentage</th>
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<tbody>
<tr>
<td>5</td>
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3. **Chief’s Points.** Candidates shall be evaluated by the Village Fire Chief ("Chief") as to various attributes as determined by the Chief in a manner consistent with Section 50 of the Act. By way of example, the assessment may include evaluation of the following categories:

- Preparation and maintenance of written reports and records
- Participation in training activities and study of modern firefighting methods and techniques
- Leading drills
- Assumption of command of personnel and apparatus at fire scenes
- Conducting size-up of situations
- Directing and coordinating suppression
- Conducting rescue and salvage operations
- Inspection of commercial, industrial and other buildings for fire hazards, adequacy of fire prevention equipment and fire escapes, and compliance with fire prevention codes
- Planning, organization, supervision, monitoring and evaluation of the work of subordinate personnel

Examples of factors to be considered in the assessment of each category are attached as appendix F. The Chief may also consider the factors set forth in the attached Appendix G.

4. **Local Assessment Center.** Candidates shall be evaluated by the Assessment Board described below as to leadership, supervisory and other traits,
qualities and skills in a manner consistent with section 50 of the Act. The assessment shall include evaluation of the following categories:

- Leadership
- Teamwork
- Performance under stress of emergency
- Ethics and Values
- Tactical fire suppression simulation

The factors to be considered in the assessment of each category are attached as appendix G. The Assessment Board may also consider the factors set forth in appendix F. Said assessment may include oral interviews.

The assessment Board shall consist of the following seven (7) persons: Three (3) members appointed by the Mayor; one (1) member appointed by the Chief; two (2) members appointed by the Union; one (1) member appointed by mutual agreement of the Village and the Union. The Assessment Board shall meet by mutual agreement, shall act by majority vote, and may adopt such procedures and policies as would further the purposes hereto. The Assessment Board may, but shall not be required to, engage the services of outside evaluation consultants and professionals. If any member of the Assessment Board is unable to fulfill their obligation of assessing all candidates for the position of Lieutenant, that Board member’s scores shall be eliminated from the scoring process. If more than two members are unable to fulfill their obligation of assessing all candidates for the position of Lieutenant, then the Fire Chief shall reschedule the assessment of the employees affected.
5. **Peer Review.** The Chief shall administer a peer review process of candidates using a forced-choice matrix among all members of the bargaining unit as attached and the factors set forth in Appendix G. The tally of the scores awarded shall be conducted by the Chief and the Union President or their designee(s).

6. **Written Examination.** Shall be administered as provided in Section 35 of the Act. The appointing authority, with the Union’s agreement, may establish a minimum passing score on the written examination, in which event such score shall be announced prior to the date of the promotion process. In the absence of such an agreement and announcement, the minimum passing score shall be 70%

C. The appointing authority may establish a minimum passing score for the aggregate of all components of the testing process, in which event such minimum passing score shall be announced prior to the date of the promotion process.

**Section 6. Scoring of Components**

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and scores of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

A candidate on a preliminary promotion list, who is eligible for veteran’s preference under the laws and agreements applicable to the department, may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under section 55 of the Act and other applicable law, and added to the total score achieved by the
candidate on the preliminary promotion list. The appointing authority shall then make
adjustments to the rank order of the preliminary promotion list based on any veteran’s
preferences awarded. The final adjusted promotion list shall then be posted on a
bulletin board in each station and copies provided to the Union and all candidates.

Section 7. Right to Review

The Union or any affected employee who believes that an error has been made
with respect to eligibility to take an examination, examination result, placement or
position on a promotion list, or veteran’s preference shall be entitled to a review of the
matter by the appointing authority. Requests for review shall not involve any claims
relating to disputes over the level of the ratings or points awarded by an evaluator as to
to any component of the test, other than the accuracy of the computations of the points
awarded.

With respect to any claimed violation of this Article, only disputes relating to a
claim that the Village failed to follow the requirements of this Article in administering
promotional tests may be resolved and remedied by filling a grievance as provided by
Article V of the Agreement, subject to the following conditions:

A. Only objective grievances shall be allowed under the grievance
procedure.

B. The grievance shall not involve any claims relating to disputes over the
level of the ratings or points awarded by an evaluator as to any
component of the test, other than the accuracy of the computations of
the points awarded.
Section 8. Order of Selection
Whenever a Lieutenant's position is created or becomes vacant due to resignation, discharge, promotion, death, or granting of a disability or retirement pension, or any other cause, and the position continues to be funded and authorized by the corporate authorities, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranking person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable (or, if remediable, have not been remedied), no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article V, of the Agreement.

Section 9. Maintenance of Promotional Lists
Final eligibility lists shall be effective for a period of two (2) years from the date of the initial posting. The Employer shall take all necessary steps to ensure that the Fire and Police Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than thirty (30) days after the occurrence of the vacancy.
As a list nears expiration, the Fire and Police Commission shall take all necessary steps to form the next list before the expiration of the current list.

ARTICLE IX—DISCIPLINE

Section 1. Employee Discipline
The Employer shall not discipline or discharge any employee without just cause.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and shall conform with the provisions of P.A. 83-783, and also shall conform with the rules and regulations of the Bolingbrook Fire and Police Commission. Once discipline has been determined and sentence for that particular infraction imposed upon the Employee, the Employer shall carry out the sentence within fourteen (14) days of its imposition. When conflicts occur between P.A. 83-783 and the provisions of this contract, the contract provisions shall prevail.

In the event an Employee who is required to maintain his paramedic certification as a condition of employment is suspended by the Project Medical Director, no disciplinary action shall be taken against the Employee involved, by the Employer while the Employee is appealing his suspension under Illinois State Statutes.

If the suspension is the result of the paramedic’s inability to pass system practical or bi-annual test, the paramedic will have his paramedic incentive pay withdrawn while the system suspension is in effect.

Section 2. Disciplinary Measures
Disciplinary action measures shall include any of the following:

- Counseling;
- Oral Reprimand;
• Written Reprimand;
• Suspension;
• Discharge

A copy of the written notice memorializing the following disciplinary actions shall be given to the Employee: Discharge, Suspension, Written reprimand, Oral reprimand.

Any disciplinary measure taken against an employee shall be justifiable.

It is understood that the above steps, while in order of progression, may not always be followed in order depending on the severity of the incident leading to discipline.

Section 3. Disciplinary Manner
All parties to this Agreement agree to conduct themselves in such a manner as to give positive comments in public and reprimand in private.

Section 4. Disciplinary Meeting
For discipline other than oral reprimands, the Employer shall meet privately with the employee involved and if the employee so designates, the Union Steward (or designee).

Section 5. Notification and Measure of Disciplinary Action
a. In the case of oral reprimands, the Supervisor must inform the employee that he/she is receiving an oral reprimand. The Employee shall also be given reasons for the oral reprimand.

b. An Employee shall be entitled to the presence of a Union representative (or designee) at an investigatory interview if he/she requests one.

c. If the Employer has reasonable grounds to believe at any time that the Employee being interviewed might be subject to disciplinary action based
upon the investigation, the Employer shall inform the Employee of the same in accordance with P.A. 83-783, 50 ILCS 745/1 et seq.

Section 6. Removal of Discipline

Any oral reprimand shall at the employee’s written request be removed from the employee’s record after twelve (12) months, provided that the employee has not been the subject to any other disciplinary action within said twelve (12) month period.

Any written reprimand shall at the employee’s written request be removed from the employee’s record after twenty-four (24) months, provided that the employee has not been the subject to any other disciplinary action within said twenty-four (24) month period.

Any suspension not exceeding one day (i.e., twenty-four (24) hours in the case of a platoon employee, or one shift in the case of a shift employee) shall, at the employee’s written request, be removed from the employee’s record after twenty-four (24) months, provided that the employee has not been subject to any other disciplinary action within said twenty-four (24) month period.

If a disciplinary record referred to above is not removed from the employee’s file solely because the employee failed to make a written request for such removal, but would have been removed upon such request in accordance with the foregoing provisions, then said disciplinary record shall not be used against the employee by the Employer.
**Section 7. Written Documentation**

All disciplinary measures, excluding counseling, but including investigatory interviews shall be reduced in writing, or electronically recorded, and a copy of the same shall be made available to the affected employee at no cost to the employee.

**ARTICLE X—HOURS OF WORK AND OVERTIME**

**Section 1. Platoon Duty**

For the purpose of definition platoon employees are those employees working a 24-hour shift. Shift employees are these employees working an 8-hour shift.

Except as provided in Article X Section 2, employees covered by the terms of this Agreement shall be assigned to regular platoon duty shifts. The hours of duty shall be twenty-four (24) consecutive hours on duty, and the workday shall begin at 7:00 AM and ending the following 7:00 AM. The on-duty tour of duty shall be followed by forty-eight (48) consecutive hours off duty. The annual average weekly hours shall normally not exceed 50.9 hours per week; this shall be accomplished by scheduling every 11th duty shift as a Kelly Day. Kelly Days may be traded between employees on the same shift subject to Article XII, Vacations, Section 6, Vacation-Furlough Selection paragraph six.

**Section 2. 8 Hour Shifts**

Employees may be scheduled to work a 40 hour per week schedule, consisting of a regular 8-hour shift, the daily shift shall normally commence at 8:00 AM and end at 5:00 PM with time off for lunch and the workweek shall normally be Monday through Friday, limited to the following reasons:

a. Employees may work in the Fire Prevention Bureau subject to mutual written agreement by the Fire Chief and the affected employee.
b. An employee or employees who are authorized by the Fire Chief to attend training programs outside the Village provided however such 40 hours per week shall be for the period of time for such training program and without any overtime pay to the employee attending such training.

c. Other assignments to 40 hours per week may be made by the Fire Chief subject to mutual written agreement by the Fire Chief and the affected employee.

Section 3. Overtime Hours

Any hours worked other than the employee’s scheduled working days and hours shall be compensated at a rate of one and one-half (1 ½) times the employee’s current rate of pay, except as otherwise provided in Section 5.

The eight-hour day, forty-hour-a-week personnel shall receive overtime at the rate of one and one-half (1 ½) times the employee’s current rate of pay for any hours worked in excess of forty hours in any five (5) day period, or in excess of eight (8) consecutive hours per day.

Any employees reporting to a call back alert shall be paid at the rate of one and one half (1 ½) times their current hourly rate for a minimum of one (1) hour. The employees will be expected to be available for the entire time but may be released earlier by the Officer in charge.

Section 4. Overtime Distribution

In the event that it will be necessary to schedule overtime for the Fire Department, such overtime work shall be offered to employees starting with the employee with the most seniority within the required skills needed to perform the assignment, and with the least hours worked. Lieutenants shall be eligible for all
overtime that does not replace a paramedic, inspector or engineer. The Shift Commander will notify the Union Steward or his/her designee of the type and quantity needed. All overtime hours worked shall be used for the calculation. If no employee accepts the overtime in accordance with the foregoing, the fire fighter or lieutenant with the least seniority and amount of overtime worked and the required skills necessary to do the job can be ordered by the Fire Chief (or his designee) to work the overtime.

If during the morning platoon duty exchange it becomes necessary to schedule overtime due to a manning shortage, the above procedure would be modified as follows:

The fire fighter or lieutenant from the off going platoon with the least amount of seniority and amount of overtime worked with the required skills needed to perform the assignment will automatically be ordered by the Fire Chief (or his designee) to work the overtime. The overtime then will be offered in accordance with paragraph one of this section. If no employee accepts the overtime, then the employee that was already ordered in will be required to work the remaining overtime.

The employee with the least seniority and amount of overtime worked can prearrange with the shift commander for a replacement employee from their platoon to work any overtime that may occur at duty exchange. The replacement employee shall be required to work any overtime as per the above paragraph.

At no time shall any employee be ordered in on overtime if said employee has any scheduled vacation, holiday or Kelly day off on their next, or last scheduled platoon day unless a civil emergency is declared as defined in Article II, Section 3 of this Agreement. If an employee is the least senior with the least amount of overtime worked
and has a scheduled vacation, holiday or Kelly day then the provisions of the section shall automatically apply to the next employee with the least seniority and amount of overtime worked who is not on vacation, holiday or Kelly day the following shift, etc.

Employees on duty, who are not available to be contacted due to them being involved in an emergency call, shall not be skipped over if they are next in line to be asked to work overtime.

It is understood that employees cannot leave their work assignments until properly relieved by their replacement, or if the employee’s immediate supervisor relieves him of his assignment.

The Employer shall post every week two (2) separate overtime status lists, showing each employee’s hours worked. The first list shall consist of each employees overtime hours worked in intervals of twelve (12) hours or less and the second list shall consist of each employee’s overtime hours worked in excess of twelve (12) hours. These lists will be cumulative and will reset back to zero (0) hours every January 1. The first list shall be known as the short overtime list, and the second list shall be known as the long overtime list.

**Section 5. Time Trades**

Employees may be allowed to trade time with another equally qualified employee upon their mutual agreement, in writing, and with the approval of the employee’s immediate supervisor. The immediate supervisor will notify the Shift Commander of the pending time trade who will approve and ensure that the trades do no impact on department wide mandatory training that has the potential to create overtime, or that has to be made up on a future date.
Time trades will be a minimum of one (1) and a maximum of twenty-four (24) hours. Such time trades shall not be unreasonably denied.

The employee scheduled to work the time trade will be responsible for any lost hours that occur.

No employee shall work in excess of forty-eight (48) hours in a seventy-two (72) hour period. For the purposes of calculating hours worked, time worked at the 7g rate of pay and any overtime hours worked to attend department sponsored training will not be counted. An employee who has worked forty-eight (48) consecutive hours shall have twenty-four (24) continuous hours off duty. In the event that the employee’s regularly scheduled immediate supervisor is unavailable to approve a time trade then the time trade shall be requested through the Shift Commander.

The forty (40) hour per week inspector shall be allowed time trades with the platoon inspectors, provided the platoon and the forty (40) hour inspector has the qualifications necessary to perform each other duties.

Mandatory subjects of training will be posted annually (Jan. 1) by the Battalion Chief of Training and Chief of the department. In the event that unanticipated mandatory training arises, the Battalion Chief of Training and the Chief of the department will notify the Union at the earliest possible convenience.

Section 6. Off Duty Firefighting and EMS Duties

For reasons stated below, the Village and Union agree that the Fire Chief shall prohibit Employees from performing active firefighting and/or pre-hospital EMS duties for jurisdictions operating a paid or volunteer fire department or EMS service other than the Village of Bolingbrook.
a. The provision of fire protection services and EMS services to the public is a
dangerous occupation requiring highly trained, physically capable personnel
using appropriate methods and equipment under the direction of experienced
supervisors. As such, the performance of fire protection duties without the
requisite training, methods, equipment or supervision may threaten the health
and well-being of employees and the public.
b. Employees who perform fire protecting duties on a voluntary basis or as a
result of outside employment are subject to increased exposure to hazardous
conditions that may result in a greater incidence of illness or injury.
Consequently, the performance of such duties for other municipalities or
employers may have a direct bearing on employees’ ability to perform fire
protection duties for the Village of Bolingbrook.
c. State statute has established a presumptive causal relationship between an
employee’s fire suppression duties and certain heart and lung disabilities the
employee may develop. The Village of Bolingbrook and its taxpayers are
financially liable for the employee’s duty disability benefits, and must be
confident that such disabilities are the result of the employee’s work for the
Village of Bolingbrook and not for another secondary employer.
d. The prohibition against employees of the Bolingbrook Fire Department from
performing firefighting and/or EMS duties for jurisdictions other than the
Village of Bolingbrook shall be in effect upon ratification of the Agreement.
e. Employees may work for another fire department or fire district with the
written approval of the Fire Chief, and such duties have been sanctioned by
the International Association of Fire Fighters, The Associated Fire Fighters of Illinois and this Local

ARTICLE XI—FURLoughs

Section 1. Furloughs for Platoon Employees

Platoon employees shall be given four (4) twenty-four (24) hour furlough days off in lieu of the holidays below, and agree to work the holidays below if scheduled. This furlough time will be awarded at the rate of eight (8) hours per month for the purpose of record keeping. The furlough time shall be selected during the year that it is accrued.

Platoon employees working on the following holidays shall receive an additional half-hour or compensation at their current rate of pay for each hour worked. The following shall be paid holidays for platoon employees.

New Year’s Day (January 1)

Martin Luther King’s birthday (3rd Monday in January)

President’s Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Veterans Day (November 11)

Thanksgiving Day

Friday following Thanksgiving

Christmas Eve

Christmas Day
In the event the United States Government enacts legislation that adopts a new national holiday commemorating the events of September 11, 2001, the Village, shall grant employees the same benefits as the above listed holidays.

**Section 2. Holidays for 40 Hour Per Week Employees**

The following shall be paid holidays for 40-hour employees:

- New Year’s Day (January 1)
- Martin Luther King’s birthday (3rd Monday in January)
- President’s Day or Lincoln’s Birthday (whichever the Village celebrates)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day

One-half (1/2) day on Christmas Eve Day and one-half (1/2) day on New Year’s Eve Day (these may be combined into one full day at the discretion of the Village Manager).

Employees working a 40-hour workweek shall accrue two (2) Floating Holidays at the beginning of each fiscal year (May 1). Employees working a 40-hour week hired after November 1, of any fiscal year shall accrue one (1) Floating Holiday for the remainder of the fiscal year.

In the event the United States Government enacts legislation that adopts a new national holiday commemorating the events of September 11, 2001, the Village, shall grant employees the same benefits as the above listed holidays.
Section 3. Holiday Observance
For Employees whose workweek is Monday through Friday (inclusively), when any of these holidays falls on Sunday, Monday shall be considered the holiday, and when any holiday falls on a Saturday, Friday shall be considered the holiday. When a holiday falls on an Employee's scheduled day off, the Employee shall schedule the holiday on another day of his choice.

ARTICLE XII—VACATIONS

Section 1. Vacation Accumulation Rate
Full-time employees shall earn vacation at the rates set forth below. The first four (4) days of vacation will be available on the first anniversary date of employment.

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<tr>
<th></th>
<th>Platoon Employees</th>
<th>40 Hour Employees</th>
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<tbody>
<tr>
<td>As of the 1st anniversary through the 4th anniversary</td>
<td>96 hours</td>
<td>80 hours</td>
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<td>From the 5th anniversary through the 20th anniversary</td>
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<td>10th anniversary</td>
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<td>19th anniversary</td>
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<td>160 hours</td>
</tr>
<tr>
<td>20th anniversary</td>
<td>288 hours</td>
<td>200 hours</td>
</tr>
</tbody>
</table>
**Section 2. Vacation Carry-Over**
In the event the employee is unable to take his vacation or furlough time by the end of the calendar year, it shall be carried over and taken next calendar year. This employee regardless of seniority shall choose these carried over days after all other vacation and furlough time has been selected during the vacation furlough selection period.

**Section 3. Vacation Eligibility Requirements**
Employees shall start to accumulate vacation credit as of their full-time date of employment with the Employer at a rate of eight (8) hours per month and shall be allowed to take vacation time in the calendar year they were hired if they have accrued enough hours to take a complete platoon day twenty-four (24) hours off on vacation. Less than twenty-four (24) accrued vacation hours in the employee’s bank shall carry over to the following calendar year.

Upon separation from the Village employees who have a negative hour balance in their vacation bank shall have the negative hours deducted from the employee’s final pay.

Employees will not lose their earned vacation; however, they shall not accrue vacation leave for any pay period which they are on layoff, or on general leaves of absence in excess of 30 days without pay, or engaged in conduct in violation of Article XXI, No Strike or Lockout.

**Section 4. Holidays During Vacation Period**
In the event for forty (40) hour a week employee a holiday occurs during the period when an employee is on approved vacation leave, such holiday shall be considered as a holiday and shall not be counted as part of the employee’s vacation.
Section 5. Vacation Pay
The rate of vacation pay shall be the employee’s regular straight time hourly rate of pay in effect for the employee’s regular job at the time vacation is being taken.

Vacation pay will be advanced to employees provided that a written request is forwarded by the employee, approved by the Chief and submitted to the Department of Finance. Employees requesting advanced vacation pay shall submit their written request to the Chief no later than the Friday before the payday on which they wish to receive their advanced vacation pay.

Section 6. Vacation-Furlough Selection
The selection schedule of vacation and furlough time shall be selected from October 15th through December 15th of each year. Vacation time shall be selected on a seniority basis per platoon. This time shall be taken between January 1st and December 31st. A master list shall be posted at each station by January 15th.

For the purpose of Kelly days, vacation and furlough time off, six (6) employees shall be allowed off each platoon day with no more than two (2) Lieutenants scheduled off on any given day.

After January 1st, of each year, Employees of the same platoon may exchange vacation and furlough selected dates with each other, or to an open date, as long as the minimum manning requirement is not reduced as a result of said change and with the Shift Commander’s approval.

When an employee moves a vacation day from, or an opening becomes available on, a paid holiday as described in Article XI Section 1, the opening shall be filed by seniority in the same manner as vacation selection occurs. This shall apply only to Vacation days and not to other furlough time.
Vacations shall be selected by each employee by seniority per platoon, and all employees shall have the opportunity to select his Vacation-Furlough time.

If an employee does not select his vacation time within twenty-four (24) hours, provided he was able to select, he will be passed over by the employees following him on the seniority list. All selections shall be made by December 15th, and the list returned to the Chief by that date.

Furlough time shall be selected only after all vacation time has been chosen, and shall be selected by seniority, in accordance with the below procedure.

Each employee shall pick one twenty-four (24) hour platoon furlough, and shall not pick his second furlough until every employee has had an opportunity to select his one furlough.

This selection of furloughs shall continue in this manner until all employees have selected their earned furlough time.

Forty (40) hour employees shall be allowed to take paid time off as per Article XII Vacations, and may also request vacation in one-hour increments with the approval of the Fire Chief or his designee up to thirty-two (32) hours per calendar year.

If an employee is not present at the PTO pick meeting and does not provide the shift steward with their PTO day selections in advance, the employee will be skipped until they contact their shift steward and make their PTO selections.

Section 7. Vacation Call-Back
In the case of an emergency that requires that employee’s services and no other employee who is qualified to perform the work is available, the Fire Chief may cancel that employee’s vacation. Employees affected by this section may select their vacation.
at a later time of their choosing and shall be given special treatment in regards to Article XII, Section 2.

If the employer changes the shift of an employee, that employee shall re-select all of his vacation and holiday time.

**Section 8. Separation from Service**

Any employee, who is laid off, resigns, retires, pensions due to illness or injury or is terminated from the service of the Village, shall receive vacation pay for all of their accrued vacation upon their separation from employment with the Village. The amount of payment for all unused vacation shall be calculated based upon the employee’s regular straight time hourly rate of pay in effect for the employee’s regular job, on the last work day of the employee’s employment.

**ARTICLE XIII—SICK LEAVE**

**Section 1. Sick Leave**

Platoon duty employees covered by this Agreement shall accumulate sick leave at the rate of thirteen (13) hours per month.

Eight (8) hour shift employees covered by this Agreement shall accumulate sick leave at the rate of eight (8) hours per month.

Probationary employees will be eligible to receive sick leave benefits during their first six (6) months of service with the Fire Department if they provide a physician’s written confirmation of illness for the sick time requested.

In the event an employee changes his work schedule from platoon duty to eight (8) hour shifts, or vise-versa, then total accumulated sick time hours shall be adjusted pro-rata accordingly.
Section 2. Maximum Sick Leave Accumulation
Employees shall be allowed to accumulate sick leave credit to a maximum 3,600 hours for platoon employees, and 2,400 hours for 8-hour shift employees, for the purpose of providing sick leave benefits.

Section 3. Sick Leave Eligibility Requirements
Employees shall start to accumulate sick leave credit as of their date of employment, and shall be eligible for said sick leave absences once they have accrued sick leave hours.

Employees shall not accrue sick leave for any period during which they are on layoff or other leaves of absence without pay.

Section 4. Sick Leave Utilization Requirements
Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

a. Personal Illness or Disability
Any employee who has contacted or incurred and is suffering from any non-service connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor’s order.

Employees shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury benefits.
b. Household Illness or Disability

Employees may occasionally use accrued sick leave for the care of dependents of their household who may be afflicted with a short-term illness when no other person is available to provide care. Other provisions should be made if dependent requires extended care.

Use of accrued sick leave for dependent short-term illness shall not extend beyond two platoon days (3 shift days for 40-hour employees) under normal circumstances. In the event an employee requires additional time off, a request shall be made to the Fire Chief.

c. Family Leave

The Village and the Union shall agree to abide by the terms and conditions of the Family and Medical Leave Act of 1993, Public Law 103-3, and as it may be amended during the term of this agreement.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action. The department has the right to expect the employee to be home recuperating unless notified otherwise and approved by the department.

Section 5. Sick Leave Pay

The rate of sick pay shall be the employee’s regular straight time hourly rate of pay in effect for the employee’s regular job at the time the sick leave is being taken.

Section 6. Worker Compensation/Disability

The Village agrees to pay any employee who suffers an on-the-job illness or injury or who contracts a service connected disease causing him to be unable to
perform his regular duties, his full pay benefits for up to one (1) full year to the extent required by 5 ILCS 345/1 et seq so long as the employee complies with the requirements of 5 ILCS 345/1 et seq.

If an employee who sustains a job-related injury becomes permanently disabled as a result of that injury, the employee may request a Disability Pension from the Fire Pension Plan.

Section 7. Sick Leave Notification

It is the responsibility of each employee requesting paid sick leave to notify the Fire Chief, and/or his designee.

Employees who are requesting paid sick leave, in accordance with Sections 4.A (Personal Illness or Disability) or 4.B (Household Illness or Disability) above, shall notify or cause notification to be made to the Fire Chief (and/or his designee) at least sixty (60) minutes before the time specified for the beginning of their workday, and explain the reason for the request. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their immediate supervisor.

In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, without notification the Fire Chief shall consider and handle the employee’s absence as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.
Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Fire Chief.

**Section 8. Sick Leave Certification and Approval**

Forty-hour workweek employees shall be required to provide a physician’s written confirmation of illness if sick leave is used for more than five (5) consecutive work days off. Forty-hour workweek employees shall also be required to provide a physician’s written confirmation of illness and return to normal duty when there has been eight (8) or more instances of sick leave taken in a calendar year.

Twenty-four-hour duty employees shall be required to provide a written confirmation of illness and return to normal duty for an absence of two or more consecutive platoon days. Fire department platoon personnel shall be required to provide a physician’s written confirmation of illness and return to normal duty when there have been more than three (3) instances of illness in a calendar year. Any illness for which a doctor’s confirmation has previously been received shall not be counted in determining the fourth (4th) instance.

Employees are responsible for scheduling and obtaining a physician’s written confirmation of illness and return to normal duty when required. Failure to provide the statement will result in a denial of sick leave benefits and the employee will be considered absent without leave. The Village reserves the right to require an employee to be examined by a Village appointed physician at the expense of the Village.

In the event that there is a lapse of time, between the Employer ordered physical examination appointment and the employee being allowed to return to work, the employee will be paid his normal rate of pay with no deduction from the employee’s
accumulated time off. The failure or refusal by an employee to submit to such an examination may be cause for disciplinary action.

Employees shall be required to provide a physician’s written confirmation of illness and return to normal duty if they call in sick the day prior or the day after or between two (2) or more scheduled days off. Such physician’s written confirmation shall be at the expense of the employee requesting the sick time. For the purposes of sick leave certification and approval, a scheduled day off shall include Vacation, Kelly, Holiday, 24-hour swap and 24-hour comp time. Below is a table showing examples of when a physician’s written confirmation will be required:

**Example 1 – Between two (2) scheduled days off**

<table>
<thead>
<tr>
<th>A-Shift</th>
<th>B-Shift</th>
<th>C-Shift</th>
<th>A-Shift</th>
<th>B-Shift</th>
<th>C-Shift</th>
<th>A-Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled Day Off</td>
<td></td>
<td></td>
<td>Sick</td>
<td></td>
<td></td>
<td>Scheduled Day Off</td>
</tr>
<tr>
<td>A-Shift</td>
<td>B-Shift</td>
<td>C-Shift</td>
<td>A-Shift</td>
<td>B-Shift</td>
<td>C-Shift</td>
<td>A-Shift</td>
</tr>
<tr>
<td>Scheduled Day Off</td>
<td></td>
<td></td>
<td>Sick</td>
<td></td>
<td></td>
<td>Scheduled Day Off</td>
</tr>
</tbody>
</table>

**Example 2 – Prior to two (2) scheduled days off**

<table>
<thead>
<tr>
<th>B-Shift</th>
<th>C-Shift</th>
<th>A-Shift</th>
<th>B-Shift</th>
<th>C-Shift</th>
<th>A-Shift</th>
<th>B-Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick</td>
<td></td>
<td></td>
<td>Scheduled Day Off</td>
<td></td>
<td></td>
<td>Scheduled Day Off</td>
</tr>
<tr>
<td>B-Shift</td>
<td>C-Shift</td>
<td>A-Shift</td>
<td>B-Shift</td>
<td>C-Shift</td>
<td>A-Shift</td>
<td>B-Shift</td>
</tr>
<tr>
<td>Scheduled Day Off</td>
<td></td>
<td></td>
<td>Sick</td>
<td></td>
<td></td>
<td>Scheduled Day Off</td>
</tr>
</tbody>
</table>

**Example 3 – After two (2) scheduled days off**

<table>
<thead>
<tr>
<th>B-Shift</th>
<th>C-Shift</th>
<th>A-Shift</th>
<th>B-Shift</th>
<th>C-Shift</th>
<th>A-Shift</th>
<th>B-Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled Day Off</td>
<td></td>
<td></td>
<td>Sick</td>
<td></td>
<td></td>
<td>Scheduled Day Off</td>
</tr>
<tr>
<td>B-Shift</td>
<td>C-Shift</td>
<td>A-Shift</td>
<td>B-Shift</td>
<td>C-Shift</td>
<td>A-Shift</td>
<td>B-Shift</td>
</tr>
<tr>
<td>Scheduled Day Off</td>
<td></td>
<td></td>
<td>Sick</td>
<td></td>
<td></td>
<td>Scheduled Day Off</td>
</tr>
</tbody>
</table>

**Section 9. Sick Leave Incentive**

Upon separation in good standing after a minimum of five (5) years of continuous service, the Village shall buy back all unused accumulated sick time at a rate of 50% of the normal rate of pay at the time of separation up to a maximum of 1,392 hours (58 shift days). Employees in good standing who are granted a duty disability shall be
compensated for 100% of their accumulated sick leave at a rate of 100% of their normal rate of pay, regardless of the length of their service.

Section 10. Sick Leave Transfers
In the event an employee is unable to return to work due to an illness or injury, and has exhausted all of their accumulated time off, the Village shall allow fellow employees to transfer up to one (1) duty day of sick time into the affected employee’s sick bank up to a maximum of thirty (30) duty days.

If the employee requires additional time off above the maximum allowable time he/she shall request additional Sick Leave Transfer days off from fellow employees with the Chief’s approval.

ARTICLE XIV—OTHER LEAVES OF ABSENCE

Section 1. General Leave
Full-time employees covered by this Agreement may request in writing a leave of absence from the Fire Chief or his designee who may grant a leave of absence to any non-probationary employee, for such period not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere. The Employer will make every best effort to hold the position for any employee granted a leave.

As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain only the right to be appointed to the first vacancy in an equal or lesser position for which he/she is qualified.
Section 2. Bereavement Leave

In case of a death in the family, the Employer will allow bereavement leave as follows:

### Shift Employees:

<table>
<thead>
<tr>
<th>Time Off</th>
<th>Family Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 shifts</td>
<td>Spouse, children or stepchildren, parents and parents of spouse.</td>
</tr>
<tr>
<td>3 shifts</td>
<td>Brother or brother-in-law, Sister or sister-in-law.</td>
</tr>
<tr>
<td>1 shift</td>
<td>Aunts, uncles, nieces, nephews, grandparents and grandchildren, daughter-in-law and son-in-law.</td>
</tr>
</tbody>
</table>

### Platoon employees:

<table>
<thead>
<tr>
<th>Time off</th>
<th>Family Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 days</td>
<td>Spouse, children or step-children, parents and parents of spouse.</td>
</tr>
<tr>
<td>2 days</td>
<td>Brother or brother-in-law. Sister or sister-in-law.</td>
</tr>
<tr>
<td>1 day</td>
<td>Aunts, uncles, nieces, nephews, grandparents and grandchildren, daughter-in-law and son-in-law.</td>
</tr>
</tbody>
</table>

Additional bereavement leave may be granted by the Fire Chief under unusual circumstances. An employee who attends the funeral on bereavement leave will be compensated for any time lost at the straight time hourly rate. If the funeral bereavement leave occurs during a holiday or leave of absence, the holiday or leave will not be extended because of the funeral bereavement leave, and there will be no additional pay to the employee. When a death occurs in the family while an employee is on vacation, additional vacation days shall be granted to compensate for those days used as bereavement leave. The employee must notify the Fire Chief before the time of
his absence to be eligible for funeral bereavement leave. The Fire Chief may require
evidence to substantiate the eligibility of an employee for paid bereavement leave.

Section 3. Military Leave
Military leave shall be granted in accordance with applicable state and federal
laws.

Section 4. Jury Duty Leave
Any full-time employee called for jury duty or subpoenaed by any legislative,
judicial or administrative tribunal, shall be allowed time away from work with pay for
such purposes. Upon receiving the sum paid for jury service or witness fee, the
employee shall submit the warrant, or its equivalent, to the Village, to be returned to the
fund in the Village from which the original payroll warrant was drawn. Provided,
however, an employee may elect to fulfill such call or subpoena on accrued time off and
retain the full amount received for such service.

An employee who is required by the Village or subpoenaed to attend attorney
interviews, give depositions 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 he is required to be away from work during which he would have
otherwise been scheduled to work. If an employee is required by the Village of
subpoenaed to participate in such activities during off-duty hours, the employees shall
be paid at time and one-half the employee’s regular hourly rate of pay for all such time
of required participation.

Section 5. Substantiation of Leave of Absence
The Employer may require substantiation of any leave of absence or request for
leave of absence.
Section 6. Return for Leave in Excess of One Year

Unless otherwise specifically provided for in the Agreement, an employee returning from a leave of absence in excess of one (1) year shall, to the extent possible, be reinstated in the position he/she occupied when he/she began his/her leave. The Employer shall not, however, be required to displace any employee, but in the event his/her position has been filled, he/she shall be placed on a preferential hiring list, and shall be reinstated in the next vacancy in his/her position classification.

Section 7. Failure to Return from Leave of Absence

An employee in the classified service who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 8. Leaves in General

An employee on a paid leave of absence as provided by this Agreement, or an unpaid leave of less than 31 days shall retain and continue to accumulate all Village benefits including: insurance coverage, sick leave, vacation time, seniority/continuance service (for paid leave only), and any applicable pay increases.

Section 9. Maternity Leave

When a female employee is no longer able to function as a fire fighter due to her pregnancy, she may request from the Fire Chief reassignment to a modified duty as per (775 ILCS 5/2-102 (H)).

ARTICLE XV—WAGES AND OTHER PROVISIONS

Section 1. Wage Schedule

The Wage Schedule for the contract period shall be Appendix A. Employees shall proceed from one step to the next on his/her anniversary date as required in Appendix A.
Section 2. Pay Periods
The salaries and wages of employees shall be paid in biweekly pay periods with paydays falling on Friday.

Section 3. Need for Temporary Upgrading
An employee who is required to accept the responsibilities and carry out the duties of a company officer or a Shift Commander shall be compensated at the current rate of pay for that position in lieu of their current rate of hourly pay. The upgrade will be expected to monitor compliance of all department SOP’s and Administrative Regulations and report violations of the same to their immediate supervisor.

Only employees who meet the requirements for the promotional testing, set forth in Article VIII, Section 3, shall be allowed to accept the responsibilities of a company officer.

Employees shall not be required to “upgrade” or “act up” as Battalion Chiefs or Shift Commander without the consent of the Union Executive Board.

Section 4. Effective Date of Any Pay Raises
All pay raises shall become effective in the current payroll period if the effective date of the raises fall in the first week of the payroll period. All pay raises shall become effective on the first day of the subsequent payroll period, if the date of said pay raise is agreed upon falls in the second week of the payroll period. There shall be no proration of salary increase due to any other dates agreed upon in this contract.

Section 5. Longevity Pay
Full-time employees shall be paid longevity pay in addition to their base salaries. They will be paid the entire amount, subject to State and Federal laws regarding withholding, on the payday following each anniversary date according to the following schedule:
8th, 9th, 10th and 11th Anniversary Date $500
12th, 13th, 14th and 15th Anniversary Date $750
16th, 17th, 18th and 19th Anniversary Date $1,000
20th Year Anniversary through Retirement $1,400

Total continuous service for this section shall mean all time as a full-time employee with the Village of Bolingbrook.

For all employees hired after January 1, 1995 the longevity schedule will read:

16th, 17th, 18th and 19th Anniversary Date $1,000
20th Year Anniversary through Retirement $1,400

Section 6. Employee Designation

All contract employees shall be paid in accordance with Appendix A.

Members who are assigned to the following positions shall maintain a minimum of four (4) years in the following positions unless the employee and the Fire Chief mutually agree to relinquish that employee from his/her special duty or assignment.

The assignment shall include the following positions:

- Cause and Origin
- Technical Rescue Team
- Hazardous Material Specialist

Section 6.1 FLSA 7(g) Work Assignments and Compensation

Subject to an employee’s agreement, the parties agree that the Village shall assign available work in jobs to be performed by bargaining unit employees at overtime rates specified less the rates established for regular work normally performed by bargaining unit employees so long as such work does not consist of special duty or
emergency duties related to fire suppression and rescue and/or advance life support (ALS).

It is expressly understood that to qualify for the 7(g) rate the work shall: (1) fall outside of work performed pursuant to Article XIX, Safety, Section 3, Minimum Platoon Complement; (2) be separate from general call backs to provide staffing for emergency incidents; (3) not include any mandatory classes that a specific job description requires; (4) not apply to any holiday recognized by this agreement, (5) apply to employees assigned to specialty team training assignments; and (6) apply to employees who are assigned to fire or EMS details at special events excluding emergency transport EMS duties or actual fire suppression.

For the purpose of this agreement the parties agree that the following jobs qualify as such 7(g) work:

1. Fire Inspection/Prevention Officer
2. Public Education Officer
3. Specialty Team Training Assignments

The Fire Department shall establish and maintain a callout list to offer 7(g) work to bargaining unit employees (whose education and experience match the required opening) on a rotational basis similar to Section 4, Overtime Distribution in Article X of this agreement.

An employee may choose to take comp time for the 7(g) hours worked at an hour-for-hour rate in lieu of pay.

Either the Union or the Village may at any time propose additional jobs as 7(g) work assignments so long as the work assignment consists of work different from the
regular work normally assigned to bargaining unit employees as required by the terms of this agreement and Section 7(g) of the FLSA, 29 U.S.C §207(g).

The 7(g) compensation table is located in Appendix L.

Section 6a. Minimum Requirements for Engineers and Fire Inspectors

Employees appointed after May 1, 2009 shall have the following requirements prior to assignment in the position of Engineer or Fire Inspector.

- Engineers:
  - At least five (5) years as a Village of Bolingbrook Fire Fighter.
  - Employees appointed to the position of Engineer must become FAE Certified within one year.

- Fire Inspectors:
  - At least five (5) years as a Village of Bolingbrook Fire Fighters.
  - Employees appointed to the position of Fire Inspector shall become a Fire Investigator certified by OSFM within one year.

Employees assigned in the foresaid positions shall serve a minimum of four (4) years in their respective positions. Employees may leave those positions if they are promoted or by mutual agreement with the employee and the Fire Chief.

Section 7. Paramedic Decertification

Employees hired after the ratification date of the 2015-2019 collective bargaining agreement shall maintain their paramedic license as a condition of employment, except as noted below.

Employees hired before the ratification of the new Agreement, and employees hired after the signing of the new Agreement who will have worked as a paramedic for 25 years or more, may apply to decertify as a paramedic.
If such decertification of this employee will cause a shortage in the manpower required to staff the ambulance(s), the employee shall be required to maintain his certification until a replacement paramedic can be obtained.

If there are no paramedics available for such replacement but there are employees who have signed a letter of intent to become certified paramedics, then the department shall secure the needed paramedics from these employees as soon as practicable or by the next paramedic class offered by the approved system.

When new paramedics are secured and trained, then the senior paramedic, by seniority, will be asked if they wish to decertify as a paramedic if an opening exists.

For the purposes of decertification the maximum platoon employees will be as follows:

6 Fire Fighters;
3 Inspectors;
3 Engineers;

When there is an opening in the Fire Fighter position, then an employee may at their request decertify as per the above conditions. In the event no eligible employees take the option to decertify then that position will remain vacant until an employee elects to decertify. When there is an opening in the Inspector or Engineer positions, then the Employer will notify all employees within five (5) calendar days of the positions(s) being vacated via the Village electronic mail and text message systems. Once notified, employees will have five (5) calendar days to submit a letter of intent to the Fire Chief or his designee to fill the vacated positions(s). The Fire Chief, or his designee, will have fifteen (15) calendar days to interview all prospective candidates for the vacated
positions(s). The candidates will be required to meet the requirements of the position as described in Article XV, Section 6a.

When there is an opening in the Firefighter, Inspector or Engineer positions the employer shall fill the open position, within thirty (30) calendar days of the position becoming vacated, by a current sworn employee.

Section 8. Compensatory Time

If an employee is scheduled to work beyond his normally scheduled hours of work, comp time shall be granted in lieu of pay if the employee, in his discretion, so elects. The amount of comp time shall be calculated on the same basis as the employee would have been paid for hours in question (i.e., if the employee would have been paid at straight time, one hour of comp time shall be granted for each hour worked; if the employee would have been paid at time and one-half, one and one-half hours of comp time shall be granted for time worked beyond his/her normally scheduled hours of work).

Employees may schedule compensatory (hereinafter referred to as “comp”) time in a minimum of one (1) hour and up to a maximum of 24 hours at one time in one (1) hour blocks, provided that all such time is pre-approved by the Fire Chief or his designee. At no time shall the comp bank for any covered Employee exceed one hundred twenty (120) hours and the Employer retains the right to buy back some or all of the Employee’s comp bank at the end of each calendar year. Unpaid comp time remaining unused will carry-over from year to year. Upon separation, the Village shall buy back all unused accumulated time in the comp bank at one hundred percent (100%) of the regular salary of the Employee at the time of separation, or allow Employee to use accumulated time in bank prior to separation. The Parties agree as follows:
a. Comp time shall be at the employee’s request, and must be given to his/her Battalion Chief no sooner than one Month prior of the date requested.

b. For the purpose of Comp Time, Vacation, Furlough and Kelly days six (6) employees shall be allowed off each platoon day with no more than two (2) Lieutenants scheduled off on any given day. More than six (6) employees shall be allowed to be scheduled off provided that manning is met per Article XIX, Safety, Section 3. Minimum Platoon Complement.

c. Comp time approved prior to the shift requested shall not be canceled.

d. Comp time may be granted anytime by the Shift commander, for employees who have a personal emergency.

e. The Shift Commander shall approve comp time the shift prior if the manning level on the day of the requested comp time is 19 or more employees scheduled to work.

f. Comp time can only be requested if the employee has the time in his accrued bank.

g. The Shift Commander will approve comp time if requested at the start of an employee’s workday or during the workday and there are 19 or more employees on duty and there is no department overtime scheduled that day. The Shift Commander shall not be required to grant comp time if it will cause overtime.

h. If more than one employee notifies his/her Battalion Chief on the same day for future comp time and the comp time is not available for more than one
employee, then the employee with the most seniority shall be granted the comp time.

i. No employee shall have comp time unreasonably denied.

j. Comp time shall not be allowed on the following Village events
   a. Village Picnic
   b. Pathways Parade
   c. Fourth of July Celebration
   d. Fire Department Open House during Fire Prevention Week
   e. Bolingbrook Annual Paintball Tournament

**Section 9. Education Incentive Pay**

For those employees who are eligible to receive education incentive pay as of May 3, 1987, the incentive will continue as follows:

$70.00 per month for an Associate’s degree in Fire Science or related field,

$90.00 per month for a Bachelor’s degree in Fire Science or related field

$100.00 per month for a Master’s degree in Fire Science or related field

This incentive is only available to those employees who are eligible to receive the incentive as of May 3, 1987. This incentive will not be available to any other employees.

**Section 10. Senior/Master Firefighter Education Pay Compensation**

The parties agree that the attainment of professional training and/or designated educational achievement is a way to enhance the Fire Department’s level of service for the citizens of the Village of Bolingbrook. To that end, the parties have developed a Senior and Master Firefighter Compensation program solely for IAFF-AFFI Local 3005 members that provides educational pay for the attainment of said additional professional
training and/or additional designated educational achievement. This Senior and Master firefighter compensation shall apply to all employees covered under this agreement who obtain the designated requirements as delineated below. All employees shall receive a Senior Firefighter step raise of two percent (2%) above top classification base salary provided they have completed Basic Firefighter/Firefighter II and a minimum of 100 hours of advanced professional training and/or educational achievement, and have completed eight (8) years of service with the Bolingbrook Fire Department and are members of the IAFF Local 3005 Retirement Trust Plan. All employees shall receive a Master Firefighter step raise of three percent (3%) above top classification base salary provided they have completed Advanced Firefighter/Firefighter III (or its future equivalent) and a minimum of three hundred (300) hours (of which the initial previously mentioned one hundred (100) hours listed above shall be counted towards the three hundred (300)) of advanced professional training and/or educational achievement, and have completed fifteen (15) years of service with the Bolingbrook Fire Department and are members of the IAFF Local 3005 Retirement Trust Plan. These raises are not compounded and shall be rescinded if a member is ever not a member of Local 3005 in good standing and/or does not participate in the IAFF Local 3005 Retirement Trust Plan. It is recognized by both parties that advanced professional training and/or educational achievement shall include, but is not limited to, all Illinois State Fire Marshal classes, all EMS region 8 continuing education training, all village sponsored training, all Target Solutions tracked training (or its equivalent), and all fire service related college classes. These Senior and Master level specialty ranks added to base salary is specified in this bargaining contract and shall be used to establish the salary of
bargaining unit members and shall become effective on May 1, 2019. It is understood that these additional monies shall be part of pensionable salary for bargaining unit members and shall be paid in such a way to ensure it is pensionable. It is further understood that the Senior/Master pay shall not be used for internal or external comparable regarding any economic benefits or proposals in future CBA negotiations between the parties.

ARTICLE XVI—INSURANCE AND OTHER BENEFITS

Section 1. Group Hospital and Medical Plan
Fire Fighters and their eligible dependents shall be offered coverage under the group health insurance program covering the majority of all other full-time Village employees. Employees shall pay premiums for said coverage as set forth in Appendix D. Said employees payments for premiums shall not be increased further during the term of this Agreement without the consent of the Union.

Section 2. Health Insurance Coverage Continuation
The Employer agrees to abide by the terms and conditions set forth in 215 ILCS 5/367f in regards to continuation of health insurance coverage for employees covered by this Agreement, provided, however, that continuance privilege shall terminate in the event that premiums are not paid by the employee on a timely basis.

In the event an employee is killed or becomes disabled in the line of duty, the Village shall pay the premiums for the employee or the spouse of an employee, until his/her death, remarriage or other benefits are secured.

Section 3. Life Insurance
All full-time permanent Village employees will be eligible for life insurance coverage provided by the Village. Life insurance benefits shall be two (2) times the
base annual salary of the employee, (maximum benefit $175,000). Accidental death
inguarance shall be an additional two (2) times the base annual salary above the life
urance benefit (maximum benefit $350,000). Dismemberment insurance shall be per
olicy schedule. The total cost of the life insurance benefit is paid by the Village.

The Village shall provide the opportunity for an employee to purchase at his own
expense, a group rate, $2,500 term life insurance rider covering each dependent.

Section 4. Optional Insurance
The Employer shall provide the opportunity for Employees to participate in an
optional Dental Insurance program established by the Village. Such participation shall
be at the Employee’s expense.

The Employer shall provide the opportunity for Employees to participate in an
optional Eye Care Insurance program established by the Village. Such participation
shall be at the Employee’s expense.

Section 5. Disability
In the event of a duty disability properly approved by the Village of Bolingbrook
Firemen’s Pension Board, including heart and lung, an Employee and his dependents
shall continue to participate in the same hospitalization coverage that is in effect at no
cost to the Employee.

Injured employees must either submit a pension application by their one (1) year
PEDA (5 ILCS 345 et.seq.) anniversary date or a return to work date (for a date within
ninety (90) days of the end of their PEDA) in order to continue the accrual of all
contractual benefits beyond the one (1) year provided for by the PEDA act. Benefits
shall not accrue beyond the date of the pension board decision to grant any benefits
under the Illinois Pension Code. Normal accrued benefits shall include sick time, vacation time and floating holiday accruals.

If a bargaining unit member wishes to obtain benefits under PSEBA, then the bargaining unit member must apply for those benefits consistent with the Village PSEBA ordinance, if any. However, the employer and the Union agree that PSEBA benefits are above and beyond, and separate from, the contractually obligated health insurance benefits, above.

**Section 6. Retirement Health Insurance**

When a qualified employee retires from employment with the Employer (a “Retired Employee”), the Retired employee shall be eligible for a Health Insurance Premium Benefit (the “Benefit”). This benefit shall be governed by the Retiree Healthcare Funding Plan attached to this CBA as Exhibit A as amended, from time to time. All members of the IAFF Local 3005 shall be members of, and be governed by, the terms and conditions of the Retiree Healthcare Funding Plan attached to this CBA as Exhibit A as amended, from time to time. Pursuant to the Firefighter Continuation Act, the Village shall continue to offer the same Health Insurance offered to current employees to be purchased by the Bolingbrook Firefighters Retirement Healthcare Funding Trust for the members of the Trust. The Employer shall be required to allow all members of this Fund to participate in the Village’s group insurance program, including all health insurance plans available by the CBA between the parties, under the ILLINOIS CONTINUATION ACT and at the same rates that the Village of Bolingbrook pays for coverage rates.
The Trust Board shall take all steps to ensure the health and well-being of the Fund and shall have the ability to execute all contracts or duties necessary to administer the Fund. The Trust Board shall have the ability to create all Rules and Regulations of the Trust in order to ensure the orderly and efficient operation of the Fund.

It is the parties understanding that a benefit as provided in this article, or as may be modified, shall continue in any successor contract. The parties further agree that the Employer may not seek to terminate this Benefit unilaterally. The parties further agree that there shall be no significant costs to the Employer beyond any costs reasonable and necessary to administer the transfer of funds for the program. The Funds that are contributed and the investment earnings shall be segregated in a Trust Fund set up by the Retiree Healthcare Funding Plan.

The Employer agrees to operationally assist the Trust Board in all necessary executions to assist the Fund in its duties and/or transfer the assets to the Fund via payroll deductions in a timely and efficient manner as directed by the Fund. It is agreed by the parties that this Section alone may be opened, as necessary, from time to time and/or midterm, in order to amend as necessary to maintain the orderly and efficient operation of the Fund. The employer agrees that this re-opener is solely for the purpose of this paragraph, with the understanding that amendments to this Section may not result in an additional cost to the Village of Bolingbrook beyond normal and necessary operational costs for the Village to make any required payroll deductions. To the extent that any portion of this Section 6 shall be deemed unenforceable or contrary to law or Statute, the remaining provisions of this Section shall remain unaffected and enforceable.
Section 7. Section 125 Plan
The Village shall expand the existing Section 125 premium-only plan to include other unreimbursed medical expenses, no later than January 1, 2007.

ARTICLE XVII—PERSONNEL FILES

Section 1. Personnel Files
The Village Manager or his designee shall keep and maintain an official personnel file for employees. The employee and, with the employee’s written consent, a Union representative may examine the personnel files so maintained. Such examination may be conducted upon appointment being made with the Village Manager or his designee provided the employee obtains the permission of his/her immediate supervisor to leave the work assignment. The employee may obtain copies of his file upon his request and at the Village expense.

Section 2. Time and Pay Records
The Finance Department shall keep and maintain an official record for employees. An employee shall have the right to review his/her time and pay records of file with the Employer, after arranging for such review with the Finance Director, or designee. The employee may obtain copies of his records upon his request and at his expense.

ARTICLE XVIII—EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. Job Training and Orientation
The Employer shall endeavor to provide employees with reasonable orientation and training with respect to current procedures, forms, methods, techniques, materials and equipment normally used in employees work assignments and periodic changes
therein, including where available and relevant to such work, procedural manuals. The Employer subscribes to the principles of career ladders and promotions within the Fire Department. The Employer encourages employees to participate in job-related training and education programs.

Section 2. Conferences Seminars and Examinations

An Employee who is required to attend any duty related classes, seminars, meetings, conferences, exam or testing while not on duty shall be paid his overtime rate after providing the Employer with the necessary documentation to show his attendance at such required training. The Village shall pay each uncertified fire fighter the overtime rate for one test per year for the purpose of becoming a state certified fire fighter. This section does not cover testing for drivers license testing. The Village shall pay all fees, equipment, books, supplies or other miscellaneous items that are required to maintain or meet the requirements of employees' job or specialties.

Employees who attend non-required, duty-related classes, seminars, meetings, conferences, exams or testing with the approval of the Employer shall receive reimbursement for any costs charged for such training.

Employees who are required to use their personal automobiles in the course of performing their duties for the Village shall be paid an automobile allowance equivalent to current Village rate, except for in town travel.

Section 3. Employee Assistance

The Village agrees to continue the medical program already established for the Fire Department.

The Village and the Union agree that a fire fighter's physical fitness is important and one of our collective priorities. With this in mind, the parties agree to continue to
meet over the integral parts of the physical fitness program, and both parties agree that changes and the program itself are subject to reasonable physical fitness requirements as they pertain to firefighting and all associated duties.

The development of any department-wide physical fitness standard shall be, if implemented, subject to the collective bargaining process and Section 14, of the Illinois Public Labor Relations Act.

The Village agrees to work with the Union to establish an Employee Assistance Program.

The development of any department-wide drug and alcohol testing program shall be, if implemented, subject to the collective bargaining process and Section 14, of the Illinois Public Relations Act.

**Section 4. Licenses and Certifications**

Any fees or costs associated with Illinois Department of Public Health (IDPH) or Office of the State Fire Marshal (OSFM) licenses or certifications that the Bolingbrook Fire Department deems necessary for employment shall be reimbursed by the Fire Department upon proof of payment and copy of licenses or certification to the Fire Chief or his designee.

**ARTICLE XIX—SAFETY**

**Section 1. Introduction**

The Employer and the Union agree that protecting the safety and health of the employees in their work demands the highest concern of the Fire Department. In order to promote this concern among all employees, as individuals and as members of companies, the Village and the Union urge every employee to suggest methods of improving safety and health in the working conditions of employment.
Section 2. Clothing and Equipment
The Village shall provide and maintain each employee with any required clothing and equipment at no cost to the employee. Such clothing and equipment shall preserve and protect the safety and health of fire fighters.

All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of the Agreement, that provides the highest level of worker protection from Federal, State or voluntary consensus standards.

Employees shall receive one pair of leather bunker boots that is mutually agreed upon by the Fire Chief and the Union.

Beginning May 1, 2010 employees shall receive one pair of safety boots that are mutually agreed upon by the Fire Chief and Union that are paid for by the Village and shall be replaced every three years. The Fire Chief may authorize an earlier replacement and/or repair if, in his discretion, a pair of boots is warranted due to safety issues.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

Employee’s eyeglasses or contact lenses damaged while on duty shall be replaced by the Employer.

Section 3. Minimum Platoon Complement
The parties jointly recognize the importance of staffing platoons with (Firefighters)(Firefighter/Paramedics) qualified and hired in accordance with the high standards established under Illinois law (65 ILSC §5/10-2.1-4) (10-1-14) (70 ILCS
§705/16.06(a)). Therefore, in accordance with the duties and authority vested in them under such law, the parties agree to the following:

1. No non-classified non-sworn employee may be substituted for a full-time classified bargaining unit employee without the express written agreement of the Union.

2. The Employer shall maintain a minimum platoon complement of eighteen (18) full-time firefighting personnel of which two (2) shall be Lieutenants who are employees of the Village, excluding the Battalion Chief, or upgrade Acting Shift Commander on any platoon for a complement of five (5) fire stations, as a safety factor for the employees of this Agreement.

The parties agree that in the event a sixth (6th) fire station is opened during the life of this agreement this section on minimum manning would be reopened.

In the event the minimum platoon complement falls below the above minimums, then the Employer shall recall full-time employees to fulfill the minimum platoon complement.

Such employees recalled shall receive overtime per Article X, for all hours worked at the rate of one and one-half (1 ½) times the employee’s normal rate of pay.

Section 4. Labor Management Safety Committee

It is the desire of the Village and the Union to maintain the highest standards of safety and health in order to minimize the risk of accidents, injuries and illness in the fire service.

To the extent, the Committee shall consist of the Chief and/or his designated representative(s), the shift Stewards, the Union President and/or his designated representative(s). The composition of committee membership shall normally be equally
divided between the Village and the Union, not to exceed a total of ten (10) representatives.

The Committee shall be scheduled to meet on the 5th Monday of the month to discuss safety and health hazards.

No overtime will be paid for attending this meeting. Members on duty will continue to be paid.

Committee members shall be allowed reasonable time on duty to investigate safety conditions with the Shift Commander’s approval and prepare a joint or separate report concerning same for submission to the Chief.

A written report shall be made to the Committee as to what action is being taken concerning recommendations submitted by the Committee.

Section 5. General Policy Regarding Drugs and Alcohol

Section 5.1 Statement of Policy
It is the policy of the Village that the public has the right to expect that persons employed by the Village Fire Department will be free from the effects of drugs and alcohol. The Village has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purpose of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Department.

Section 5.2 Prohibitions
Employees shall be prohibited from:

a. Consuming or possessing alcohol after midnight prior to the beginning of, or at any time during, the work day or anywhere on any of the Village’s premises or job sites, including Village buildings, properties, vehicles, and the employee’s personal vehicle while engaged in the business of the Village.
b. Possessing, using, selling, purchasing, or delivering any illegal drug at any
time and at any place or abusing any prescription drug, except as may be
necessary in the performance of duty.

c. Failing to report to the employee’s supervisor any known adverse side effects
of medication or prescription drugs which the employee may be taking.

Section 5.3 Drug and Alcohol Testing Permitted
Where the Village has reasonable suspicion to believe that (a) an on-duty
employee is being adversely affected or influenced by the use of alcohol, or (b) an on-
duty employee is being adversely affected or influenced by the abuse of prescription
drugs, or (c) is using illegal drugs on or off duty, the Village shall have the right to
require the employee to submit to alcohol or drug testing as set forth in this Agreement.
Reasonable suspicion exists where specified objective facts and circumstances warrant
rational inferences that an employee is using and/or is physically impaired due to being
under the influence of alcohol or controlled substances. The foregoing shall not limit the
right of the Village to conduct any tests it may deem appropriate for persons seeking
employment prior to their date of hire. In addition to such reasonable suspicion testing,
employees may be subject to alcohol and/or drug testing when ordered, if:

a. An employee is involved in an accident, while operating a Fire Department
   vehicle, that either results in damage to such vehicle, or involves a member of
   the general public, or

b. An employee incurs an injury while on duty which requires medical attention
   by a physician,
c. Post-accident or post-injury testing shall not be applicable to bargaining unit employees unless there is in effect a Fire Department policy or order requiring such testing for all sworn or paid-on-call personnel.

**Section 5.4 Order to Submit to Testing**

Within twenty-four (24) hours of the time the employee is ordered to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which formed the basis of the order to test. A refusal to submit to such testing may subject the employee to discipline, but the employee’s taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

**Section 5.5 Conduct of Tests**

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

a. use only a clinical laboratory or hospital facility which is licensed or certified pursuant to the Illinois Clinical Laboratory Act or that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

b. establish a chain-of-custody procedure which maintains confidentiality, ensures integrity of the identity of each sample and test results and preserves specimens for a minimum of six (6) months;

c. collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
d. collect samples in such manner as to preserve the individual employee’s right to privacy, ensure a high degree of security for the same and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a “clean room” for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure;

e. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites;

f. provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee’s own choosing, at the employee’s own expense, provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the test and provided, further, the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement,

g. require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the
Village inconsistent with the understanding expressed herein, the Village shall not use such information in any manner or forum adverse to the employee’s interests,

h. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .050 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Village from attempting to show that test results less than .050 demonstrate that the employee was or would be unable properly to perform his or her job duties, but the Village shall bear the burden of proof in such cases),

i. provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results; and

j. ensure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee’s personnel files.

Section 5.6 Drug Testing Standards
All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques. All confirmations shall be by quantitative analysis.

Section 5.7 Disciplinary Action
Except in more serious or extreme cases, the Village will not discharge an employee who tests positive a first time, but may suspend such employee up to thirty
(30) calendar days or impose a lesser discipline as reasonably determined to be appropriate by the Village, so long as the employee complies with the following requirements. In order to avoid the penalty of termination, the employee must:

a. agree to undergo appropriate treatment as determined by the physician(s) involved;

b. discontinue use of illegal drugs or abuse of alcohol;

c. agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the personnel of the Village as specified in Section 5.10 the employee’s progress, cooperation, drug and alcohol use, and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;

d. complete the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months;

e. submit to random testing during working hours during the period of “after-care” treatment and for a period of twenty-four (24) months following the period of “after-care”, and

f. agree that during the last chance time period in (e) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee’s current use of alcohol or drugs prevents such individual from performing his
duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

**Section 5.8 Right to Contest**
The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

**Section 5.9. Voluntary Request for Assistance**
The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

a. the employee agreeing to appropriate treatment as determined by the physician(s) involved;

b. the employee discontinues use of illegal drugs or abuse of prescribed drugs or alcohol;

c. the employee agreeing to authorize persons involved in counseling, diagnosing and treatment of the employee to disclose to the Village personnel as specified in Section 5.10 the employee’s progress, cooperation, drug and alcohol use, and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
d. the employee completes the course of treatment prescribed, including an
“after-care” group for a period of up to twelve (12) months; and

e. the employee agrees to submit to random testing during hours of work during
the period of “after-care”.

Section 5.10 Employee Assistance Program
The Village shall provide to employees covered by this Agreement the benefits of
the Employee Assistance Program. Voluntary requests for assistance with drug and/or
alcohol problems shall be held strictly confidential by the employee assistance
program(s), and the Fire Chief, the Village Manager, the Village Mayor and the EAP
Administrator shall be the only ones informed of any such request or any treatment that
may be given and they shall hold such information strictly confidential. An employee
voluntarily seeking assistance shall not be disciplined (except for failure to fulfill
obligations under the Employee Assistance Program) but may be subject to random
testing during and for one year following successful completion of the Employee
Assistance Program.

The Village’s obligation to provide treatment under this Agreement for alcohol
and substance abuse shall be limited to services provided and paid for by the Village’s
insurance plan in which the employee is enrolled and by the Employee Assistance
Program.
ARTICLE XX—NON-DISCRIMINATION

Section 1. Discrimination Prohibited
Both the Employer and the Union agree not to discriminate against any employee covered by this Agreement, on the basis of race, creed, color, national origin, age, sex or any other basis which violates the law.

Section 2. Union Membership
The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by 5 ILCS 315/1 et seq. (P.A. 83-1012) or by this Agreement, or membership in this Union.

Section 3. Residency
Irrespective of the fire fighter-employee’s date of hire, the fire fighter-employee shall establish and maintain his/her actual residence and domicile within a community which falls within 17 miles of Village Hall. Under no circumstances can an employee who wishes to live in Cook County live any further than 17 miles from the Village Hall. A list of communities that fall within the limits set here shall be attached as Appendix “K”. The parties shall meet upon implementation of this successor collective bargaining agreement to determine which communities fall within this limit and are to be placed in Appendix K.

ARTICLE XXI—NO STRIKE / NO LOCKOUT

Section 1. No Strike / No Lockout
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, slowdown, concerted stoppage of work or any other intentional interruption of operations at any time. The Village will not lock out any employees at any time.
Section 2. Union Responsibility

The Union agrees to notify local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

ARTICLE XXII—SAVINGS

If any provision of this Agreement should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. This Agreement, where it addresses those topics of like Village ordinances, shall supersede those Village ordinances. This Agreement is binding on its successors.
ARTICLE XXIII—TERMINATION

This Agreement shall be effective as of the 1st day of May, 2019, and shall remain in full force and effect until the 30th day of April, 2020. It shall automatically be renewed from year to year thereafter, unless a “Notice to Renegotiate” shall be given in writing by certified letter by either party not less than ninety (90) or more than one hundred twenty (120) days before the expiration date. The parties agree to begin negotiations within thirty (30) days of receipt of “Notice to Renegotiate”. If no Agreement is reached by the expiration date of the contract, all terms and conditions of the existing Agreement shall remain in full force and effect until a new agreement has been reached. The Employer and the Union and their representatives mutually agree to carry out the performance of this Agreement in good faith. The Employer and the Union further agree to faithfully comply with statute law of the State of Illinois.

In witness thereof, the parties hereto have set their hands
this day of 2019.

For the Union:

X
Kevin Bramwell
President

X
D. kom
Vice President

X

Village of Bolingbrook

By: Roger C. Cut
Mayor

X
Carol L. Penning
Attest: Carol Penning
Village Clerk

X

Toni Israel
Secretary-Treasurer

X

Chris Jsdes
Negotiator

X

Chris B. Brophy
Negotiator

X

E. Vadasz
Negotiator
### Fire Fighter

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### Engineer, Inspector

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### Lieutenant

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APPENDIX B—Payroll Deduction Form

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: FINANCE DEPARTMENT
   VILLAGE OF BOLINGBROOK

I, ______________________________ authorize the Village of Bolingbrook to
deduct bi-weekly, starting __________, $___________ from my pay not to
exceed ____________ a month.

The amount deducted shall be paid to the Bolingbrook Fire Fighters Association IAFF
Local 3005, and sent to the Secretary-Treasurer of the above Union.

DATE; ______________________________
S.S.# ______________________________
SIGNATURE_________________________
## APPENDIX C—2020 KELLY CYCLES

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APPENDIX D—Health Insurance Premiums

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<th>EMPLOYEE + FAMILY</th>
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<tr>
<td>9</td>
<td>$500 Deductible / $1000 Maximum Out-of-Pocket</td>
<td>$59.28</td>
<td>$67.81</td>
<td>$92.37</td>
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</tbody>
</table>
APPENDIX E—Ascertainment of Merit

Candidates shall be awarded points to a maximum of ten (10) for ascertained merit as follows (points are not cumulative within any single category). Candidates must have proof of degree and a school transcript.

Education:

Any Bachelor’s Degree with a Major Field of study in a Fire Science field—8 points
Any Associate’s Degree with a Major Field of study in a Fire Science field—5 Points
Any Bachelor’s Degree in Emergency Medical Services—5 points
Any Associate’s Degree in Emergency Medical Services—3 points
Bachelor’s Degree in any other field—4 points
Certificate of Applied Science: Fire Science—2 points
Associate’s Degree in any other field—2 points

Certifications granted by OSFM, ISFSI, FSI, ILFCA, ILFIA, NFA issued by the State

Fire Marshal or obtained through actual live classroom instruction in an accredited college as follows:

Fire Officer I (provisional or certified)—1 point
Incident Safety Officer—1 point (Only the 40hr Class—Not State Certification)
APPENDIX F—Examples of Factors in Chief’s Points

- Reaching logical conclusions from incomplete or ambiguous information
- Reaching sound decisions and committing oneself to a defined course of action
- Dealing with citizens, public officials, subordinates and co-workers in a courteous and tactful manner
- Actively influencing events, initiating required action, and thinking and acting independently
- Correctly recognizing and identifying a problem and developing reasonable solutions
- Maintaining a positive attitude and even temperament despite opposition, difficulties and frustration
- Expressing ideas and communicating orally in a clear and understandable manner and in correct grammatical style
- Working calmly and efficiently under stress and maintaining composure and even temperament under opposition
APPENDIX G—Subjective Factors for Local Assessment Center & Peer Review

LEADERSHIP
FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Leads others by example
- Is effective in motivating others to do unpleasant tasks or assignments
- Is a natural leader
- Can make unpopular decisions when necessary
- When appropriate, allows group to devise solutions to problems rather than insisting on doing it “my way”
- Sensitive to the needs of others
- Will stand up for his/her convictions
- Is a creative problem solver
- Can align teams strengths and weaknesses
- Has excellent time management skills
- Does not allow personal emotion to cloud judgment

TEAMWORK
FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Contribution to the group
- Supportive of group’s goal, even when you personally disagree
- Supportive of other team members
- Able to adapt to many points of view
- Able to motivate without manipulating
- Able to give encouragement
- Shows initiative
- Shows compassion

PERFORMANCE UNDER STRESS OF EMERGENCY
FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Remains calm
- Thinks clearly
- Assesses situations
- Controls situations
- Gives proper consideration for safety
- Takes appropriate action
- Able to adapt
- Fellow workers have confidence in candidate’s abilities
APPENDIX G

ETHICS AND VALUES

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Is dependable
- Has strong core values
- Is honest
- Is trustworthy and has a high level of integrity
- Respects others
- Displays self-esteem
- Is optimistic
- Quality of character
APPENDIX H—Side Letter of Agreement

Date: March 27, 2006
To: Matt Olson, Local 3005, IAFF
From: Jim Boan, Village Attorney
Re: Spousal Insurance

This is to confirm our understanding that we are prepared to recommend approval of the following provision by the Village Board of Trustees, if (a) it is approved across-the-board by all employee groups and by the retired employees’ health insurance Oversight Review Committee, and (b) it is funded entirely from employee contributions to the Bolingbrook Retired Employees' Health Insurance Premium Fund (i.e., the new provision does not result in any additional cost to the Village):

“If an employee dies who was eligible to retire (Fire – 20 years of service and age 50) at the time of death, that employee’s spouse shall be entitled to receive the retiree health insurance benefit (to which the spouse would be entitled had the employee retired the day before death) until the date that the deceased employee would have reached Medicare eligibility, at which time the benefit shall cease as it would have if the employee/retiree had been alive.”

This provision shall not be effective until and unless approved by the Village Board of Trustees.
APPENDIX I—Fire Department Promotion Act 50 ILCS 742

(50 ILCS 742/1)
Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.
(50 ILCS 742/5)
Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing
authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(50 ILCS 742/10)
Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job related and applied uniformly.

(2) The negotiation by an employer and an exclusive bargaining representative of clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees who are members of bargaining units.
The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(50 ILCS 742/15)
Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(50 ILCS 742/20)
Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii)
the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (e) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.
(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(50 ILCS 742/25)
Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(50 ILCS 742/30)
Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(50 ILCS 742/35)
Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the

examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(50 ILCS 742/40)
Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the
seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(50 ILCS 742/45)
Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(50 ILCS 742/50)
Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(50 ILCS 742/55)
Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her
position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(50 ILCS 742/60)
Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(50 ILCS 742/65)
Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(50 ILCS 742/900)
Sec. 900. (Amendatory provisions; text omitted).

(50 ILCS 742/999)
Sec. 999. Effective date. This Act takes effect upon becoming law.
## APPENDIX J—7(g) Wage Schedule

### Effective May 1, 2019

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<thead>
<tr>
<th>Position</th>
<th>Base Hourly Rate</th>
<th>7(g) Hourly Rate</th>
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<tbody>
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<td>Fire Inspection/Prevention Officer</td>
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</tr>
<tr>
<td>Public Education Officer</td>
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<td>Specialty Team Training</td>
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### APPENDIX K—Residency Communities

#### Cook County Communities

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<tr>
<td>Alsip</td>
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<tr>
<td>Bedford Park</td>
</tr>
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<td>Bellwood</td>
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<td>Berkeley</td>
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</tr>
<tr>
<td>Broadview</td>
</tr>
<tr>
<td>Burbank</td>
</tr>
<tr>
<td>Burr Ridge *</td>
</tr>
<tr>
<td>Chicago</td>
</tr>
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#### Communities outside Cook County

<table>
<thead>
<tr>
<th>Can reside within the borders of any community listed</th>
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</thead>
<tbody>
<tr>
<td>Addison</td>
</tr>
<tr>
<td>Aurora</td>
</tr>
<tr>
<td>Batavia</td>
</tr>
<tr>
<td>Bolingbrook</td>
</tr>
<tr>
<td>Burr Ridge *</td>
</tr>
<tr>
<td>Carol Stream</td>
</tr>
<tr>
<td>Channahon</td>
</tr>
<tr>
<td>Clarendon Hills</td>
</tr>
<tr>
<td>Crest Hill</td>
</tr>
<tr>
<td>Darien</td>
</tr>
</tbody>
</table>

Towns marked with an * have areas in Cook and other counties.
APPENDIX L—Disability Insurance MOU

CONTRACTUAL MEMORANDUM OF UNDERSTANDING & SETTLEMENT AGREEMENT BETWEEN NATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3005 AND THE VILLAGE OF BOLINGBROOK

This memorandum of understanding is hereby made and entered into by and between the International Association of Fire Fighters Local 3005 (hereinafter the Union), and the Village of Bolingbrook (hereinafter the Employer).

The purpose of the Memorandum is to provide clarification of current contract language and to add permanent modification of the bargaining agreement ARTICLE XVI; INSURANCE AND OTHER BENEFITS; Section 5—Disability. Furthermore, it is understood that this clarification should also be considered the settlement agreement language for the outstanding disability health insurance grievance filed June 1, 2016.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. ARTICLE XVI; INSURANCE AND OTHER BENEFITS; Section 5—Disability of the collective bargaining agreement covering the Union provides that an Employee who is approved for a duty disability by the Village of Bolingbrook Firemen’s Pension Board, including heart and lung (40 ILCS 5/4-110 and 40 ILCS 5/4-110.1) of the Illinois Pension Code, the Employee and his dependents shall continue to participate in the same hospitalization coverage that is in effect at no cost to that disabled member and his dependents.

2. The parties agree that the term “hospitalization coverage” means the same health and prescription insurance as currently provided to active employees.

3. The parties agree that this coverage shall continue to be provided to those employees who have been approved for a pension under 40 ILCS 5/4-110 and 40 ILCS 5/4-110.1 of the Illinois Pension Code by the Village of Bolingbrook Firemen’s Pension Board.

4. The Union and the Employer, in a mutual attempt to control the costs of such coverage, agree that if an eligible employee were to receive Medicare Part B coverage when legally qualified to do so, and the Employer provided hospitalization coverage became the secondary insurer/re-insurer, the costs incurred by the Employer will be reduced.

5. The Union and the Employer agree that, upon being granted a disability pension pursuant to 40 ILCS 5/4-110 and 40 ILCS 5/4-110.1 of the Illinois Pension Code, said disabled member shall take any and all necessary steps to apply for, and receive, Social Security Disability Benefits, if possible, and take any and all necessary steps to apply for, and receive, Medicare Disability Benefits, if possible.

6. When an employee who is granted a pension under 40 ILCS 5/4-110 and 40 ILCS 5/4-110.1 of the Illinois Pension Code reaches the minimum age required to enroll and receive Medicare
Part A and Part B, that disabled member shall do so within the prescribed time limits set forth by Medicare. Currently those time limits are as follows:

A. If the disabled member is eligible for Medicare when that member turns 65, that member can sign up during the 7-month period that begins 3 months before the month that member turns 65, includes the month that member turns 65 and ends 3 months after the month that member turns 65. Or, depending upon the circumstances, that member may apply during the general enrollment period or special enrollment periods; whichever may be applicable.

7. The parties agree that when the disabled member has enrolled and received confirmation of benefit approval by Medicare, the Employer will continue to provide hospitalization coverage for that disabled member at no cost to the employee. The hospitalization coverage provided by the Employer will be secondary to Medicare Part B coverage with the Employer acting as a secondary insurer/re-insurer. For example, any hospitalization coverage not covered by Medicare Part A and Part B would then be the responsibility of the Employer, the Village of Bolingbrook, to cover under the Village hospitalization coverage.

8. The Employer agrees to reimburse the disabled member the monthly cost of Medicare Part A and Part B premiums and deductibles incurred up to the amount of $150.00 (one hundred and fifty dollars) per month for single members and $300.00 (three hundred dollars) per month for married members. Disabled members shall be responsible for the payment of Co-Insurance (Typically, 20% of the Medicare-approved amount). It is agreed to by the parties that this Co-Insurance shall be the only cost to Disabled members unless the cost of Medicare Part A and Part B premiums is over the above dollar amounts, in which case the Disabled members shall be responsible for the difference. It is further agreed by the parties that the above monthly reimbursement amounts shall be revisited and bargained over in 2024 with either party being able to give the other notice within that calendar year to commence negotiations over these monthly amounts.

9. The Union agrees, by way of settlement, that upon the execution of this provision by both parties, the Union shall immediately withdraw the pending June 1, 2016 grievance. The Union and the Village agree to equally split and pay half of any cancellation fee charged the parties by the Arbitrator in connection with the cancelled May 2, 2017 arbitration hearing. It is understood between the parties that the four current members of the department on disability who are Medicare eligible: Spindel, Lopez, Hanson (Mike) and Hanson (John) shall, upon the execution of this Agreement, be reimbursed for their Part A and Part B Medicare premium payments going forward and shall not be reimbursed for those Part A or Part B Medicare premium payments these disabled members may have made prior to the execution of this Agreement by both parties, if any.

10. To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.
This Memorandum of Understanding will take effect upon the signature of the Union and the Employer and shall be added to all subsequent Collective Bargaining Agreements between the Union and the Employer as a fully enforceable and grievable provision of the Collective Bargaining Agreement.
APPENDIX M—Foreign Fire Insurance Board Side Letter

SIDE LETTER OF AGREEMENT BETWEEN THE VILLAGE OF BOLINGBROOK AND THE BOLINGBROOK PROFESSIONAL FIREFIGHTERS IAFF-AFFI LOCAL 3005

The Parties to this Side Letter of Agreement are the Village of Bolingbrook (“Village”, “Employer”) and the Bolingbrook Professional Firefighters IAFF-AFFI Local 3005 (“Union”). This Agreement is the result of discussions between the parties regarding the Foreign Fire Insurance provision of the ILCS, specifically, 65 ILCS 5/11-10-1 and 65 ILCS 5/11-10-2 of the Illinois Compiled Statutes. The parties have conferred and consulted with one another regarding this issue and have entered into a good faith effort to administer the current and future assets of the Foreign Fire Insurance Board in order to assure the proper continuation and expenditure of these funds pursuant to applicable statute and case law.

This side letter of Agreement (“Agreement”) runs parallel to, and is an integral part of, the existing Collective Bargaining Agreement (“CBA”) duly ratified between both parties. It shall be implemented into the body of the CBA upon the final incorporation of the successor CBA awaiting an Interest Arbitration Decision & Award by Arb. Fred Dichter.

In consideration of the foregoing, the parties agree as follows:

1. There is, pursuant to Audit performed by the Village of Bolingbrook, currently $179,949.26 in assets of the Foreign Fire Insurance Board.

2. Upon ratification of this Side Letter of Agreement by both parties, portions of said Funds from Item #1, above, shall be administered as follows:
   A. $50,000 of these assets shall be utilized for the remodel/repair of the interior of Bolingbrook Fire Station #1.
   B. $129,949.26 of these assets shall be utilized for the remodel/repair of Bolingbrook Station #3.

3. Upon ratification of this Side Letter of Agreement by both parties, a Foreign Fire Insurance Board shall be created and administered pursuant to 65 ILCS 5/11-10-2. Future funds, shall then immediately be placed under the authority and control of the Foreign Fire Insurance Board. The Foreign Fire Insurance Board shall obtain, upon receipt of Funds, the appropriate “Honesty” or “Surety” Bond.

4. All future assets of the Foreign Fire Insurance Board shall, within thirty (30) days of receipt of such funds by the Village of Bolingbrook, be deposited into the accounts of the Foreign Fire Insurance Board.

5. The Parties acknowledge that the term "fire chief” contained in the Statute shall refer to the Public Safety Director or his designee.

WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of the Side Letter of Agreement subject to the written signatures of said agents and representatives below.
Dated: **April 25**, 2017

Village of Bolingbrook

By:

Dated: **April 26**, 2017

Bolingbrook Professional Firefighters IAFF-AFFI Local 3005

By:
APPENDIX N—Promotional Testing MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3005
AND
THE VILLAGE OF BOLINGBROOK

This memorandum of understanding is hereby made and entered into by and between the International Association of Fire Fighters Local 3005 (hereinafter the Union), and the Village of Bolingbrook (hereinafter the Employer).

The purpose of the Memorandum is to provide clarification of current contract language in the following: ARTICLE VII; PROMOTIONS.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The collective bargaining agreement covering the Union provides that promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, and the rules and regulations of the Bolingbrook Fire and Police Commission, to the extent they are not inconsistent with the terms of ARTICLE VII; Promotions.

2. The parties have agreed to creating a timetable outline to be followed when creating a promotional list.

3. The bargaining agent will select two (2) impartial persons who are not members of the Bolingbrook fire department to act as observers. The appointing authority will select two (2) impartial persons who are not members of the Bolingbrook Fire Department to act as observers. These observers will observe the administration and scoring of the written examination. They will also observe the scoring and tallying of the peer points, chief’s points, seniority points, ascertained merit scores, and observe and monitor all assessment center evaluations.

4. The procedures for the promotion process shall consist of the following:

   a. The written source content shall be posted a minimum of 90 calendar days prior to the written examination date. Information covered will consist of reading material selected by the appointing authority. Posting of the written source will be done via email, posting on bulletin boards in the fire stations, and an all call text message will be delivered alerting all members that the written source material has been posted.
b. Request for intent to challenge the promotional exam will be required to be emailed to the appointing authority, or their designee, within 7 calendar days of the written source content being posted.

c. Ascertained merit will be collected during the 10-business day period starting the business day after the window for providing a letter of intent to challenge the process has closed. Individuals will bring copies of their ascertained merit to Fire Administration where they will be provided with a white envelope. Individuals will be responsible for placing their correct documentation in the white envelope, seal the envelope and write their name on the sealed envelope. The individual will place their sealed white envelope into the lock box and initial and write the date on a provided roster. The appointing authority will provide a lock box that the ascertained merit will be kept in until the ascertained merit is scored.

d. The Friday following the deadline to turn in the ascertained merit, the appointing authority shall mail out to all non-command staff members of the bargaining unit a peer review matrix. The peer review matrix will be due 10 business days after it is mailed out. Individuals completing the peer review will bring their sealed BROWN envelopes to Fire Administration and place it in the lock box. After placing the brown envelope into the lock box, the individual shall initial and date next to their name on a roster. All envelopes and lock boxes will be provided by the appointing authority.

e. The Friday following the deadline to turn in the ascertained merit, the appointing authority shall mail out to all Command Staff the Chief’s points review. The final chief’s point document shall be due 10 business days after the chief’s point review is mailed out. The chief’s points document shall be in a sealed envelope with the words “Chief’s Points” written on it. The sealed envelope shall be placed into the lock box and initialed by the Chief or his designee when completed.

f. A minimum of 1 month before the assessment center, the assessment center times will be posted and orientation for the assessors will be scheduled.

g. The assessment center will be scheduled three (3) weeks prior to the written exam. The assessment center will be administered by a seven (7) person board consisting of three (3) members appointed by the Mayor; one (1) member appointed by the Chief; two (2) members appointed by the Union; and one (1) member appointed by mutual agreement of the Village and the Union.

h. The week following the completion of the assessment centers, and prior to the administration of the written test, the seniority points, ascertained merit and subjective components (chief’s points and peer review) will be tallied and posted within 72 hours of completion of the scoring.
i. Candidate’s scores for the written exam shall be made immediately available to them upon completion of their individual tests.

j. 48 hours after the completion of the written exam, the candidates shall be ranked on a preliminary promotional list in rank order based on the highest to the lowest points scored on all components of the test. The preliminary promotional list shall be posted by the appointing authority.

k. A candidate that is on the preliminary promotional list and is eligible for veteran’s preference under the laws and agreements applicable to the fire department, may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list.

l. 10 days after the initial posting of the preliminary promotion list, the final adjusted promotion list shall be posted on the bulletin board in each fire station and administration office.

This Memorandum of Understanding will take effect upon the signature of the Union and the Employer and shall be added to all subsequent Collective Bargaining Agreements between the Union and the Employer.
EXHIBIT A—Retiree Health Care Funding Plan

PLAN DESCRIPTION
RETIREE HEALTHCARE FUNDING PLAN

Bolingbrook Fire Fighters Retiree Healthcare Funding Trust & Plan

Effective:  May 1, 2019
INTRODUCTION

Bolingbrook Fire Fighters Local 3005 has created the Bolingbrook Fire Fighters Retiree Healthcare Funding Trust & Plan (herein referred to as the "Plan"). This plan has been adopted to provide health and welfare benefits for Participants and their spouses. It is intended that this Plan and the Trust constitute a trust subject to section 115 of the Internal Revenue Code of 1986, as amended.

The Trust Agreement is the legal document under which the Trust Fund was created.

This Plan Document is the legal document that describes the eligibility and participation requirements, covered benefits, and the payment of claims.

The Plan is administered through Babbitt Municipalities Inc.

PLAN YEAR

The Plan Year for purposes of maintaining records and filing various governmental reports is the twelve (12) month period beginning January 1 and ending December 31.

ADMINISTRATOR and AGENT FOR SERVICE OF PROCESS

Joel J. Babbitt, CLU Plan Administrator
1701 E. Lake Ave., Suite 400
Glenview, IL 60025
Eligibility

When a qualified employee retires from employment with the Employer (a “Retired Employee”), the Retired employee shall be eligible for the benefits as described in the plan.

Qualified Employees are defined as all sworn members of the Bolingbrook Fire Department who meet the requirements of this section.

Eligibility for the Benefit shall be limited to all Retired Employees who meet the criteria set forth hereinafter as well as all active members of the Bolingbrook Fire Department who make all of their required contributions to the Trust.

Eligibility for the Benefit shall terminate when the Retired Employee becomes eligible for Medicare or reaches the age of 65, whichever is earlier.

The Benefit shall be paid to a Retired Employee as follows:

A. All sworn fire department retirees who have previously been receiving the Retiree Health Insurance benefit prior to May 1, 2019, or all previously approved sworn fire department qualified deferred retirement health insurance recipients, shall continue their eligibility in this Trust.

B. A retired Employee who has retired after May 1, 2019 from active service with the Employer with accumulated creditable service which would qualify the Retired Employee for receipt of retirement benefits under the laws of the State of Illinois, but who has not attained the age of retirement to immediately
receive retirement benefits under said laws, shall be eligible to receive the Benefit only if said Employee:

a. Pays a one-time contribution to the Trust in an amount equal to 1/12 of 6.2% of the retired Employee’s most recent annual salary for each month that the Retired Employee’s date of retirement preceded the Retired Employee’s attainment of the age of retirement to receive retirement starting at age 50 and;

b. The one-time contribution to the Trust in a, above, shall be made within 30 days of the Retired Employee’s date of retirement from the Employer’s service. For Example, if a member retires at age 47, that member, within 30 days of the date of retirement, shall make payment to the Trust of 1/12 of 6.2% of the retired Employee’s most recent annual salary times 36 to the Trust. If a member does not make the payment within the 30-day requirement, said member shall forfeit their right to any benefits of the Trust and shall not be eligible for any refunds of any monies paid to the Trust.

C. A Retired Employee, who has retired after May 1, 2019 from active service with the employer, with attained age and accumulated creditable service, which together qualify the Retired Employee for immediate receipt of retirement pension benefits under the laws of the State of Illinois, shall be entitled to receive the benefit during the term of this agreement, provided that the retired Employee has paid contributions to the Trust in an amount required under the terms of this and successor Agreements.
D. Except as provided in subsections A, B, and C, hereinabove, no Retired Employee shall be eligible for the Benefit. Furthermore, if a member receives health insurance from the Village of Bolingbrook pursuant to any provision of the CBA by and between the Village of Bolingbrook and the IAFF-AFFI Local 3005 or through the Public Safety Employee Benefits Act, that member shall not receive any benefits through the Trust for the period of time that member is receiving health insurance benefits from those other sources, nor shall the member receive a refund for any monies placed into the Trust.

E. All employees hired after May 1, 2019 must make, at a minimum, at least 20 years’ worth of contributions into the Trust to receive the benefit, or pay 1/12 of 6.2% of their final base salary for every month they retire short thereof. This one-time contribution to the Trust shall be made within 30 days of the Retired Employee’s date of retirement from the Employer’s service (See (B)(b), above).

F. If a Qualified Employee dies while in service from any cause other than a duty related cause, their surviving spouse may receive benefits under the Trust if the Employee’s length of service and contributions would have entitled them to a benefit under this Trust. A surviving spouse may also choose, within 90 days of the date of death, to make the additional contributions consistent with, and required by, (B)(b) and/or (E), above.

G. If two participants in the Trust are married, one of the two participants may elect to forfeit their eligibility of retirement benefits, and contribute a diminished schedule of contributions. This member will be defined as a
contributing member of the trust while employed, and a member’s spouse once retired. That participant must make written notice to the Board of Trustees of their desire to make diminished contributions and voluntary forfeiture of retirement benefits to the Board of Trustees of the Trust. From that point forward, all benefit eligibility requirements will fall on the full contributing spouse of the Trust. If the participants divorce before either is retired, the participant designated as the spouse may make official notice to the Trust Board that they wish to be reinstated. The Board will hire an actuarial to be performed at the participant’s expense to determine the contributions plus missed investment returns owed to the fund. The participant has 30 days after the actuary is completed to pay the Trust Fund in full all monies owed. If payment is not received within 30 days, no benefit will be awarded, and no refund will be given. The diminished contribution schedule shall be as follows:

a. Employees who have not completed 8 years will contribute 1% of their base salary,
b. Employees who have completed 8 but have yet to complete 15 years will contribute 3% salary, and
c. Employees who have completed 15 years or more will contribute 4% of their base salary.

Benefits

The Benefit shall consist of partial payment of the monthly health insurance premium for the Retired Employee and the Retired Employee’s spouse, if any, for
insurance under the Employer’s group health plan for its employees. The partial payment of this monthly health insurance premium may change from year to year depending upon the financial assets of the fund and the future cost of health insurance. The Benefit payments shall be solely payable from the Bolingbrook Fire Fighters Healthcare Funding Trust.

Contributions

The Trust shall be funded as follows:

A. All Sworn Fire Department Union & Non-Union Employees shall have 1/26th of their required contribution automatically deducted biweekly from the Employee’s paycheck and deposited into the Trust as the employee’s contribution.

B. All Eligible Sworn Union and Non-Union Fire Retiree’s currently receiving the Benefit will pay 15% of the current monthly premium cost, which will be deposited into the Trust. This percentage may be changed on an annual basis as deemed necessary by the Health Insurance Trust Board.

C. The Employee shall execute any necessary wage deduction documentation and shall submit said documentation to the Employer.

D. All contributions to the Trust are non-refundable.

E. Funding contributions will be as such:
   a. Employees who have not completed 8 years will contribute 3.5% of their base salary,
   b. Employees who have completed 8 but have yet to complete 15 years will contribute 5.4% salary, and
c. Employees who have completed 15 years or more will contribute 6.2% of their base salary.

F. In the event there is good reason to believe based upon competent actuarial analysis that the funds available in the Trust are or will be insufficient to pay the benefits described for all Retired Employees, the Trust Board will submit to the membership (membership being defined as all current active sworn members of the Fire Department, and all members currently receiving the Benefit) for a vote of one or more of the following options:

a. Making additional Employee contributions;

b. Reducing the percentage of premiums paid by the Trust; or

c. Modifying the benefits package to reduce the premiums cost; or

d. A combination of these or other changes that ensure the continuance of this medical insurance benefit.

Trust Board of Trustees

The Trust Board of Directors will:

A. Convene quarterly to review, monitor and to ensure a proper accounting of the Trust account.

B. Shall take all steps to ensure the health and well-being of the Fund and shall act as Fiduciaries to the Fund.

C. Shall have the ability to execute all contracts or duties necessary to administer the Fund and shall have the ability to contract for Fiduciary Liability Insurance and Investment Advisors/Managers.
D. Shall have the ability to create all Rules and Regulations of the Trust in order to ensure the orderly and efficient operation of the Fund. The Trust Board shall report to the membership of the Fire Department, at a minimum once a year, on the health and viability of the Trust.

E. Any changes to the level of benefits, or the level of contributions, must be presented to all contributing members, and current recipient members for a vote. Vote must pass by two thirds of all votes cast by the membership, as defined in Item F, above.

**Trust Board of Trustees Elections**

The initial Trust Board of Trustees shall be made up of the President of Local 3005, the Vice President of Local 3005, the Secretary/Treasurer of Local 3005, and the two longest serving Contract Negotiators of Local 3005. This board will serve the first two years then elections shall be as follows:

A. May 1st, 2021 The two Contract Negotiator’s terms will end. Those two positions shall be replaced by one elected member of Local 3005 in good standing elected by all active contributing members, and one current retired sworn member collecting recipient benefits elected by only current sworn retired collecting recipient benefits. These newly elected trustees shall serve a three-year term.

B. May 1st, 2022 the Local 3005 VP Trustee position will end and be replaced by an elected member of Local 3005 in good standing elected by all active contributing members. This newly elected trustee shall serve a three-year term.
C. May 1st, 2023 the Local 3005 Secretary/Treasurer position will end and be replaced by an elected member of Local 3005 in good standing elected by all active contributing members. This newly elected trustee shall serve a three-year term.

D. The President of Local 3005 will continue to serve on the Trust Board of Trustees by virtue of position.

E. Nominations for elections will be held the second and third business week of March.

F. Voting will be by secret ballot, and held the first & second business week of April.

G. Vote tabulations will be at the second quarter regular meeting of the Board of Trustees.

H. The Trust Board of Trustees will nominate and vote on a Board President, and a Board Secretary during the second quarter regular meeting of the Board of Trustees.