

***AN AGREEMENT
BETWEEN
THE VILLAGE OF NORTHBROOK
AND
THE NORTHBROOK PROFESSIONAL FIREFIGHTERS'
ASSOCIATION
LOCAL 1894
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
TERM
MAY 1, 2025
THROUGH
APRIL 30, 2028***

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AGREEMENT

This Agreement is effective the day after it is executed by both parties, 2025, by and between the Village of Northbrook, Illinois hereinafter called the VILLAGE, and the Northbrook Professional Firefighters Association Local 1894 of the International Association of Firefighters, AFL-CIO-CLC, for and on behalf of itself and the employees of the VILLAGE covered by this Agreement, hereinafter called the ASSOCIATION.

WITNESSETH:

WHEREAS the parties:

- 1) Recognize it is of the utmost importance to the public welfare that high quality and dependable fire protection, consistent with the economic resources available to the VILLAGE for that purpose, be provided on an uninterrupted basis to the inhabitants of the Village of Northbrook, Illinois.
- 2) Agree this goal will be better served through recognition by the VILLAGE of the representative status of the Northbrook Professional Firefighters Association and by the entering into between them of an Agreement setting forth salaries, hours, and other directly related conditions of employment for certain employees of the Fire Department.
- 3) Recognize that there are significant and fundamental differences in the nature of the employment relationship between a public employer such as the VILLAGE and public employees such as those represented by the ASSOCIATION as compared to that between a private employer and its employees, particularly with regard to the various constitutional, statutory and other legal obligations and limitations imposed upon a public employer and upon a public employee and the character of the duties owed by the public employer and public employees to the public, but also believe it is mutually beneficial and will be beneficial to the public as well to establish and maintain a sound collective bargaining relationship evidenced by a collective bargaining Agreement between them, and agree to the mutual performance of this Agreement in good faith; and

4) Have entered into this Agreement to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the VILLAGE and the ASSOCIATION, in the best interests of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – SCOPE OF AGREEMENT

1.01 Scope of Agreement This document represents the complete agreement of the parties.

ARTICLE 2 – RECOGNITION AND CHECK-OFF

2.01 Recognition The VILLAGE recognizes the ASSOCIATION as the sole and exclusive bargaining representative regarding salaries, hours, and other working conditions related to the terms of their employment for the unit of all full-time employees in the Fire Department of the Village of Northbrook, Illinois, excluding all dispatching and clerical personnel, those employees with less than one year of service, and all employees of the rank of Captain and above.

2.02 Check-off Upon receipt of the voluntary signed authorization from an employee in the unit, on a form formally agreed to by both parties and attached hereto as Appendix "A", the VILLAGE agrees to deduct from such employee's pay uniform monthly ASSOCIATION dues. Deductions will begin with the month following the month in which the authorization is received by the VILLAGE. The ASSOCIATION will notify the VILLAGE in writing of the amount of the uniform dues to be deducted. Amounts deducted will be remitted, together with an itemized statement to the Treasurer of the ASSOCIATION by the 15th day of the month following the month in which the deduction is made. The ASSOCIATION shall indemnify the VILLAGE and hold it harmless against any and all claims, demands, suits, or other forms of

liability that may arise out of, or by reason of, any action taken by the VILLAGE for the purpose of complying with the provisions of this Paragraph.

ARTICLE 3 – NO DISCRIMINATION

3.01 VILLAGE Non-Discrimination Employees covered by this Agreement shall have the right to join the ASSOCIATION or to refrain from joining it. The VILLAGE agrees that it will not discriminate in hiring or continuing the employment of any employee either because of his membership or lawful activities in the ASSOCIATION or because of his refusal to join the ASSOCIATION or to participate in any of its activities. Membership in the ASSOCIATION shall not be a condition of employment for any employee covered by this Agreement. The VILLAGE agrees that it will not coerce, threaten or intimidate members to withdraw from the ASSOCIATION or non-members to refrain from becoming members of the ASSOCIATION.

3.02 Mutual Non-Discrimination Pledge The VILLAGE and the ASSOCIATION further agree to continue their long-standing commitment that race, sex, national origin, color and creed shall not be a factor in the exclusion of any person from employment or membership.

3.03 ASSOCIATION Non-Discrimination The ASSOCIATION agrees that it will not coerce, threaten or intimidate non-members and that it will not solicit members during working hours.

3.04 Bulletin Boards and Duty Time Representation The VILLAGE will allow use of duty time for ASSOCIATION representation as set forth in Article 10. Further, the ASSOCIATION may use a bulletin board at each Station location and meeting room facilities at any Station location providing each such use is first approved by the Fire Chief, Deputy Chief or Shift Commander.

ARTICLE 4 – MANAGEMENT RIGHTS – RULES AND REGULATIONS

4.01 Management Rights The parties understand and agree that all management rights reside solely and exclusively in the VILLAGE and that all the rights, powers, and authority which the VILLAGE

had or exercised prior to the time it recognized the ASSOCIATION as the representative of the employees covered herein are retained by the VILLAGE. These rights include, but are not limited to, the following: direct the work force; hire, assign, promote, demote or transfer employees; suspend, discipline or discharge employees for just cause; determine how the Fire Department shall function and the methods, means, number, classifications and qualifications of personnel needed therefore; change modify or introduce new equipment or facilities; maintain continuity of service, order and efficiency; require employees to observe reasonable rules and regulations; promulgate personnel policies and practices not clearly inconsistent with the express provisions of this Agreement; relieve employees because of lack of work or lack of funds or for other legitimate reasons; and contract out for goods and services in support of the fire defense of the VILLAGE. Said rights, powers and authority herein before referred to or enumerated are recognized as belonging exclusively to the VILLAGE except only as and to the extent they may be limited by the express provisions of this Agreement. It is specifically provided that the exercise of any of the above rights, power and authority shall not conflict with any of the express written provisions of this Agreement, which provisions shall take precedent.

4.02 Rules and Regulations Except for emergency situations, any change or addition to the published rules and regulations, published policies, and published operating procedures (which operating procedures involve changes with emergency response or safety matters) applicable to bargaining unit employees and directly affecting the terms and conditions of their employment, shall first be discussed by the Department with a representative of the ASSOCIATION. Whenever possible as determined by the circumstances or by the rules, regulations, policies or procedures issued by the Fire Chief or the VILLAGE, a change or addition to published rules, regulations, policies and procedures shall be sent to the Executive Board of the ASSOCIATION and posted at each station or otherwise made available electronically for employees to read and acknowledge a minimum of five (5) days before they become effective or enforceable.

It is further agreed that to the extent such notice involves postings by Lexipol reflecting general recommendations to subscribers; they shall not be recognized as policies applicable to the Village and members of the bargaining unit unless explicitly identified in the posting as a proposed rule change by the Fire Chief. In such event the Union rights otherwise recognized under this Section shall apply. Individual acknowledgement by members of the bargaining unit that they have read Lexipol posts shall not be construed as waiving the Union rights recognized under this section. Rules, regulations, policies, practices, and procedures shall be fairly and equitably administered and enforced.

ARTICLE 5 – SENIORITY RIGHTS

5.01 Definition As used herein, the term "seniority" shall refer to and be defined as the continuous full-time length of department service from the date of last hire.

5.02 Probationary Period The probationary period is recognized as being one (1) year (excluding time spent away from the VILLAGE attending the Fire Academy and/or periods of approved absences in excess of thirty (30) days; in such event the employee shall be notified as to his/her new probation completion date) and it is agreed that all persons in a probationary status are excluded from coverage of this Agreement for such one (1) year period. However, if a person successfully completes his probationary period and the VILLAGE continues him in its employ in a classification covered by this Agreement, his seniority for the purposes of this Agreement, shall date from his original date of hire as a probationary employee. If two employees are hired on the same date, they shall be ranked for seniority purposes according to their respective standings on the Fire and Police Commission eligibility list. Any employee who completes their probationary status without obtaining certification as an EMT-P may be subject to dismissal without recourse to the grievance procedure if the employee fails to obtain certification as an EMT-P in accordance with the applicable State requirements subject to the discretion of the Fire Chief. Such employee shall be given three opportunities to successfully pass the State of

Illinois Paramedic Test and must be accepted into the applicable EMS System to which the Department is a member. It is the employee's responsibility to apply for the testing process in a timely manner. Failure to test shall constitute failure to obtain required EMT-P certification. The Department shall provide notice to the employee of class openings and provide all necessary support for such applications.

5.03 Breaks in Continuous Service An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

5.04 Accrual of Seniority Employees will not continue to accrue seniority while on an authorized unpaid leave of absence but will not lose seniority accrued at the time the leave commences.

5.05 Termination of Seniority An employee shall be terminated by the Employer and his seniority broken when the employee:

- a) Resigns;
- b) Is discharged for just cause;
- c) Is absent for three (3) consecutive scheduled workdays without proper notification or

authorization, unless the employee is unable to provide notification or obtain authorization.

ARTICLE 6 – PROMOTION

6.01 Promotions Within the Bargaining Unit Promotions within the bargaining unit will be based on such factors as ability, efficiency, quality of prior service, results of written and/or oral examinations when applicable, physical fitness, promise of continued development, education and background, and seniority. The parties understand that an opportunity for promotion is intended to be an employment incentive, to recognize leadership capabilities, individual efficiency and ability and to foster government service as a career.

6.02 Promotion to Lieutenant

Promotion to the rank of Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotions Act (Public Act 093-0411, 50 ILCS 742). The VILLAGE's Board of Fire and Police Commissioners shall retain authority to administer the promotional process of fire fighters for the rank of Lieutenant, and nothing in this Agreement shall be construed to limit or abrogate such authority of the Board, except that the exercise of such authority shall be strictly consistent with the requirements of this section and other provisions of the Act and the terms of this Agreement.

a) Employees become eligible to participate in the promotional process following three years of uninterrupted sworn experience on the Northbrook Fire Department; however, employees are not eligible to be promoted until the first day of their fifth year of continuous service. Employees wishing to participate in the promotional process to Fire Lieutenant must have Fire Officer I certification or the following Company Fire Officer (CoFO) certificate requirements must be completed:

- Current Certification as Fire Service Instructor I
- Completion of CoFO Phase I
- Completion of CoFO Phase II
- Successfully pass the OSFM state CoFO exam

or an Associate Degree in Fire Science or an Associate Degree in Emergency Medical Services. In order to be certified as a CoFO by OSFM, the member must complete the aforementioned requirements along with CoFO Phase III. The parties agree that the Phase III component of the CoFO curriculum does not need to be completed in order to participate in the Lieutenant promotional process. No applicant for promotion shall be required or requested to submit to a polygraph examination, a psychological test or a test by means of any chemical substance. Upon request, an employee shall be entitled to review his written examination results in accordance with the Act. Methods of grading or scoring the written examination shall also be subject to review

provided such review shall be in conformance with the limitations established by contractual obligations the VILLAGE may have with a third-party testing organization relating to preserving the third party's proprietary interest in preserving the security and/or confidentiality of the test questions and scoring key.

b) The placement of eligible candidates on a Lieutenant promotional list shall be based on the points achieved by the candidate on each of the components listed below, with a minimum cumulative score of 70%. (Board of Fire and Police Commissioners, Ordinance 09-41, Chapter 7, Section 7.1, Promotional Examination Elements; Grading).

Component	Percentage
Fire Chief Review	10%
Officer Evaluation (All Superior Officers)	10%
Seniority	10%
BFPC Oral Interview	10%
Assessment Center	30%
Written Exam	30%
Military Service (ILCS 5/10-2.1-11 Credit for Veterans)	
7/10 of one point for each 6 months of service with a maximum of 30 months credit.	
Must apply within 10 days of posting. May be used for promotion to Captain if not used for promotion to Lieutenant.	

c) If there is no current promotion eligibility list, temporary promotion may be made to a vacant position for purposes of operational necessity for a period not to exceed one hundred and eighty (180) calendar days and provided that no employee shall receive a temporary promotion more than twice in a calendar year.

6.03 Vacancies This Article applies to promotions to vacancies in the rank of Lieutenant or Captain.

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 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 of 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.

6.04 Administration of Promotional Process Components (Lieutenant) The components of the promotional process shall be administered in the following manner:

- a) Fire Chief Review. The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Fire Lieutenant. The criteria used in assigning Chief's points shall be disclosed to all candidates prior to assigning points, shall be job-related and applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List.
- b) Officer Evaluation. Each of a candidate's superior officers shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Fire Lieutenant. The criteria used in assigning Officer Evaluation points, shall be disclosed to all candidates prior to assigning points, shall be job-related and applied uniformly to all candidates. Each officer shall keep and maintain records of all scores for the duration of the Final Promotion List.
- c) Seniority. Each candidate will be credited 1/12 of 1 point for full months of service within the Northbrook Fire Department. Points will start to be calculated from 24 months after the hire date of the employee to the last full month of service prior to the written test. The maximum number of seniority points available is 10 for 144 months of service.
- d) Oral Interview. Oral interviews shall be conducted by a three (3) member panel. The panel shall consist of the three members of the Board of Fire and Police Commissioners. The Union and the Fire Chief may appoint an observer from another fire department to monitor the interview process. Such observers shall not participate in the interview or scoring of candidates.

e) Assessment Center. The Assessment Center shall include the use of multiple assessment techniques and tactical exercises administered by an outside organization selected and paid by the VILLAGE such as the Illinois Fire Chiefs Association's Promotional Evaluation & Assessment Service. The analysis shall be conducted by certified assessors as provided by 50 ILCS 742/50.

f) Written Exam. The written exam shall be administered at least fourteen (14) days after all other components have been administered. The written exam shall be developed by an independent, outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for the promotion to the rank of Lieutenant in the Northbrook Fire Department.

g) The parties agree that, to ensure the integrity of the merit rating applied to candidates for the subjective components of the test (Chief's points, BFPC, Officer Evaluation and Assessment Center), no member of the Department shall attempt to influence the scoring of any candidate during the rating process, other than the component for which they are responsible.

6.05 Promotion to Captain The VILLAGE's Board of Fire and Police Commissioners shall retain authority to administer the promotion eligibility of Lieutenants for the rank of Captain, and nothing in this Agreement shall be construed to limit or abrogate such authority of the Board, except that the exercise of such authority shall be strictly consistent with the requirements of this section, other provisions of this Agreement and the Act, 50 ILCS 742, et. seq.

a) Employees become eligible to participate in the promotional process following one year of uninterrupted sworn experience on the Northbrook Fire Department as a Lieutenant. Employees wishing to participate in the promotional process to Captain must have Fire Officer II certification, and an Associate Degree in Fire Science or a Bachelor Degree in Fire Science Management, (or related field subject to approval by the Fire Chief) or an associate degree in Fire Science and the following Advance Fire Officer (ADFO) certificate requirements must be completed:

- Current certification as a Company Fire Officer.
- Current certification as Fire Department Incident Safety Officer.
- Current certification as Fire Service Instructor II.
- Completion of the NIMS 800 course.
- Completion of AdFO Phase I
- Completion of AdFO Phase II
- Successfully pass the OSFM state AdFO exam

In order to be certified as an AdFO by OSFM, the member must complete the aforementioned requirements along with AdFO Phase III. The parties agree that the Phase III component of the AdFO curriculum does not need to be completed in order to participate in the Captain promotional process. No applicant for promotion shall be required or requested to submit to a polygraph examination, a psychological test or a test by means of any chemical substance. Upon request, an employee shall be entitled to review his written examination results in accordance with the Act. The method of grading or scoring the written examination shall also be subject to review provided such review shall be in conformance with the limitations established by contractual obligations the VILLAGE may have with a third-party testing organization related to preserving the third party's proprietary interest in preserving the security and/or confidentiality of the test questions and scoring key.

b) The placement of eligible candidates on a Captain promotional list shall be based on percentage points achieved by the candidate on each of the components listed below, with a minimum cumulative score of 70%.

Component	Percentage
Fire Chief Review	20%
Officer Evaluation (All Superior Officers)	10%
Assessment Center	40%
Written Exam	20%
Seniority	10%

c) If there is no current promotion eligibility list, temporary promotion may be made to a vacant position for purposes of operational necessity for a period not to exceed one hundred and eighty days (180) calendar days and provided that no employee shall receive a temporary promotion more than twice in a calendar year.

d) The parties agree that, to ensure the integrity of the merit rating applied to candidates for the subjective components of the test (Chief's Points, Officer Evaluation and Assessment Center), no member of the Department shall attempt to influence the scoring of any candidate during the rating process, other than for the component for which they are responsible.

6.06 Administration of Promotional Process Components (Captain) The components of the promotional process shall be administered in the following manner:

a) Fire Chief Review. The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Captain. The criteria used in assigning Chief's points shall be disclosed to all candidates prior to assigning points, shall be job-related and applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List.

b) Officer Evaluation. Each of a candidate's superior officers shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Fire Captain. The criteria used in assigning officer evaluation points, shall be disclosed to all candidates prior to assigning points, shall be job-related and applied uniformly to all candidates. Each officer shall keep and maintain records of all scores for the duration of the Final Promotion List.

c) Assessment Center. The Assessment Center shall include the use of multiple assessment techniques and tactical exercises administered by an outside organization selected and paid by the VILLAGE such as the Illinois Fire Chiefs Association's Promotional Evaluation & Assessment Service. The analysis shall be conducted by certified assessors as provided by 50 ILCS 742/50.

d) Written Exam. The written exam shall be administered at least fourteen (14) days after all other components have been administered. The written exam shall be developed by an independent, outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for the promotion to the rank of Captain in the Northbrook Fire Department.

e) Seniority. Each candidate will be credited 1/12 of 1 point for full months of service within the Northbrook Fire Department. Points will start to be calculated from 48 months after the hire date of the employee to the last full month of service prior to the written test. The maximum number of seniority points available is 10 for 168 months of service.

6.07 Waiver The parties hereby waive the monitoring required by section 25 of the Illinois Fire Department Promotions Act (IFDPA) except for the appointment of an observer from an outside fire department to monitor the BFPC interview process for the position of Lieutenant.

6.08 Right to Review Pursuant to Article 10 of the parties' collective bargaining agreement (CBA), the ASSOCIATION or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article shall have a right to a review of the matter, subject to the following conditions:

a) The grievance shall be limited to disputes relating to a claim that the VILLAGE failed to follow the requirements of this Article in administering the test. Only such objective grievances shall be allowed under the parties' grievance procedure, contained in Article 10.

b) The grievance shall not involve any claims relating to disputes over the level of the ratings or the points awarded by an evaluator as to any component of the test other than the accuracy of the computations of the points awarded.

c) In the event of grievance disputes arising under terms of this Article, the parties adopt the definitions set forth in Section 5 of the IFDPA to facilitate resolution of any conflicts.

d) Every examinee shall have the right to their score on each component of the exam upon its completion. In addition, the VILLAGE shall also provide to an ASSOCIATION Representative (who shall not be a candidate challenging the promotional examination) the key which identifies the candidates and their scores. It is understood that such information is provided to the ASSOCIATION to allow it to monitor and evaluate the administration of the test components, enforce the contract terms and otherwise perform its collective bargaining responsibilities.

ARTICLE 7 – LAYOFFS

7.01 Layoffs Layoffs for reasons of lack of work or reduction of the work force and recalls there from shall be made as is provided in Chapter 24, Section 10-2.1-18 of the Illinois Revised Statutes. All employees affected by such layoffs shall at the time of layoff be paid for all accrued vacation, annual good health benefit, holiday time, personal leave and unreimbursed compensatory time. The VILLAGE, at its cost, shall extend health insurance coverage for sixty (60) days beginning the month after the layoff and the employee shall have the right to continue participation in the VILLAGE health insurance at his/her own cost for up to sixteen (16) months thereafter or such other additional time as may be provided by law.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

8.01 Discipline and Discharge

a) **General.** The parties recognize and agree that the obligations of the VILLAGE to its residents to provide adequate and qualified firefighting, emergency medical and related services requires that it may for just cause suspend or discharge employees for failure or refusal to carry out in full their duties and responsibilities as employees, including those set forth in published and established rules, regulations, policies and procedures of the Department which are not inconsistent with the expressed terms of this Agreement. The VILLAGE may only discipline employees for off-duty conduct where such

conduct adversely affects the employee's performance of his work duties or ability to function with others in the Department or adversely affects the Department's effectiveness in the community.

b) Notices. A copy of all suspension and discharge notices shall be provided to the employee and the ASSOCIATION.

c) Standards and Levels of Discipline. Employees covered hereunder shall be disciplined and discharged only for just cause the VILLAGE establishes by clean and convincing evidence. As a general rule, the VILLAGE will follow principles of timely progressive discipline for the purpose of encouraging corrective employee action where minor offenses are involved, but not where the offense is substantial and serious. Where the VILLAGE believes just cause exists to institute disciplinary action, it shall have the option to assess the penalties of:

Oral Reprimand

Written Reprimand

Suspension

Discharge

Any disciplinary action other than an oral reprimand shall be subject to the grievance procedure. The employee may file a written reply to any oral or written reprimand.

d) Findings Related to Just Cause. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement or deemed proper by an arbitrator.

e) Investigations. The VILLAGE shall conduct disciplinary investigations when it has reason to believe an employee has failed to fulfill his responsibilities as an employee. It is agreed that neither polygraph examinations nor tests by means of chemical substance shall be used by the VILLAGE in any phase of disciplinary investigation and interrogation.

f) Notifications and Review. Except for discipline of oral or written reprimand and except for discipline which is given simultaneously with a substantial and serious offense, prior to taking any final disciplinary action and prior to concluding its investigation, the VILLAGE shall notify the employee of the contemplated measure of discipline to be imposed and shall meet with the employee involved and inform the employee of the reasons for such contemplated disciplinary action. Copies of all pertinent documents shall be given to the employee at this notification and review meeting, including:

- i) Allegation of violations of Rules and Regulations
- ii) Statement of charges and specifications describing the alleged conduct giving rise to the possible discipline
- iii) Employee's initial statement of facts, if any
- iv) The discipline recommended
- v) The names of all complainants and any information necessary for the employee meaningfully to respond, but only to the extent required by law.

The employee shall be entitled to an ASSOCIATION representative at all disciplinary investigations, any meetings and interviews which the employee reasonably believes could result in discipline and shall be given the opportunity to rebut in writing the reasons for such proposed discipline within three calendar days after the final review meeting.

8.02 Consistent Application The VILLAGE agrees that rules, regulations, policies, practices and procedures of the Department and the VILLAGE which may result in suspension or discharge shall be fairly and equitably administered and enforced among employees in the bargaining unit.

8.03 Reckoning Period No disciplinary action shall be used after 36 months to justify subsequent disciplinary action. However, suspensions of 24 hours or more shall extend the reckoning period to 48 months.

8.04 Personnel Records An employee's personnel file shall be administered in accordance with the provisions of the Personnel Records Act, ILCS.

ARTICLE 9 - PERFORMANCE OF DUTIES

9.01 Performance of Duties The VILLAGE agrees that the employees covered by this Agreement are employed as fire fighters and that they are expected to perform all the duties of professional fire fighters and other related duties normally performed by such employees. Additional duties may be assigned in unusual and/or abnormal situations of a temporary and non-recurring nature.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Procedure The parties agree it is desirable that any grievance, as herein defined, be settled fairly and promptly as it arises. A grievance is defined as a dispute or difference between an employee and/or the ASSOCIATION and the VILLAGE with respect to the meaning or application of the terms of this Agreement, or with respect to the application of the Rules and Regulations of the Fire Department, or with respect to the application of any Rules and Regulations issued by the Board of Fire and Police Commissioners over which that Board does not retain or assert exclusive jurisdiction, or with respect to whether or not the personnel rules, practices and policies of the VILLAGE have been applied equitably among all employees within the bargaining unit. Accordingly, the parties agree that the following procedures shall be used exclusively for the resolution of all such grievances.

STEP 1. In order to encourage informal resolution of grievances at the first level of supervision, an employee who believes they have a grievance shall be required first to discuss the alleged grievance with his immediate supervisor. The ASSOCIATION representative may be present if the employee so desires. To be timely, the grievance must be presented not later than seven (7) business days (Monday – Friday) after its occurrence or after the employee has or should have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance. If, after an informal

discussion between the employee and his immediate supervisor, the grievance has not been settled, or if the supervisor does not give his verbal answer within seven (7) business days after the presentation of the alleged grievance, the employee may present the grievance to the next higher supervisor.

STEP 2. The grievance shall be reduced to writing which shall state the alleged violation. The grievance shall be presented within seven (7) business days after a decision is rendered, or should have been rendered, by the immediate supervisor. The employee and/or the ASSOCIATION representative shall discuss the subject of the grievance with the next higher supervisor as well as optionally present written statements. If, after such discussion, the grievance has not been settled, or if the next higher supervisor does not provide a written or verbal response within seven (7) business days following the Step 2 discussion, the ASSOCIATION and the employee may proceed to Step 3.

STEP 3. If the grievance is not settled at Step 2, the written grievance, which shall include a statement of all relevant facts and a reference to the provision or provisions of this Agreement alleged to be violated and which shall be on a form attached hereto as Appendix "D", shall be presented by the employee and the ASSOCIATION representative to the Fire Chief not later than seven (7) business days after the next higher supervisor gave or should have given his answer. The Fire Chief may meet with the employee and the ASSOCIATION representative in an effort to resolve the grievance but, in any event, shall reply to the grievance in writing within seven (7) business days after the date the written grievance was received by him.

STEP 4. If the grievance is not settled in Step 3, the employee and the ASSOCIATION shall present the written evidence to the Village Manager, or to his/her designated representative, not later than seven (7) business days after the Fire Chief replied to the grievance, although the ASSOCIATION reserves the right to exercise its discretion to refuse to process grievances of employees that are unmeritorious. The Village Manager, or his/her representative, will make such investigation of the facts

and circumstances as the employee deems necessary and will give his/her written answer to the grievance within fourteen (14) business days after it was received by the Village Manager.

10.02 Arbitration A grievance not settled in Step 4 may be submitted by either the VILLAGE or the ASSOCIATION to arbitration by serving on the other party by certified mail, not later than twenty-one (21) calendar days after the date of the Village Manager's reply, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. The Village and the ASSOCIATION acknowledge that under the Illinois Public Labor Relations Act; the ASSOCIATION reserves the right to exercise its discretion to refuse to process grievances of employees that are unmeritorious. If the parties fail to agree upon an arbitrator within seven (7) calendar days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Panel members shall be limited to members of the NAA residing in the states of Illinois, Wisconsin, or Indiana. If the parties fail to select an arbitrator after receiving two panels from the FMCS, they shall request a third panel from which they shall alternately strike a name until one name remains who shall be the arbitrator. A coin toss shall determine which party shall strike the first name.

10.03 Arbitrator's Authority It is agreed that the authority of the arbitrator is limited solely to the interpretation or application of the express provisions of this Agreement respecting the grievance in question, and the employee shall have no power or authority to render any decision (1) contrary to or inconsistent with, or adding to or modifying or amending, any of the provisions of the Agreement, or (2) restricting or limiting or interfering in any manner with the powers, duties, or responsibilities granted to or imposed on the VILLAGE under applicable law or judicially declared public policy or public policy as declared by State or Federal statute.

10.04 Decision and Fee The decision of the arbitrator, within the limits herein prescribed, shall be final and binding on all parties to this Agreement. The fee and expenses of the arbitrator shall be borne

equally by the VILLAGE and the ASSOCIATION. No other joint expenses shall be incurred except by mutual agreement of the parties.

10.05 VILLAGE and ASSOCIATION Grievances It is agreed that there may be occasions when a grievance, as herein defined, by the VILLAGE against an employee or the ASSOCIATION may arise for which the VILLAGE may determine it is desirable to utilize the grievance and arbitration procedures hereof. Such grievances will be commenced at Step 3. The ASSOCIATION may present a grievance general in nature directly at Step 3, provided that such grievance is approved and signed by the ASSOCIATION President or his/her designee. Any such grievance initiated at Step 3 shall be presented not later than seven (7) calendar days after its occurrence or after the VILLAGE or ASSOCIATION as the case maybe has or should have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.

10.06 Limitations The grievance and arbitration procedures herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement of any and all grievances as herein defined. However, it is understood these procedures shall not apply to any matter as to which the VILLAGE is without authority to act, and that the filing or pendency of any grievance shall not preclude the VILLAGE from taking the action or continuing to follow the course complained of, subject to a final decision on the grievance. Further, the parties recognize that the VILLAGE is a governmental unit and that the employees covered by the Agreement are employed in a dangerous occupation to provide vital services for the public. It is agreed that these considerations as well as such other equitable considerations as the parties or arbitrator deem relevant will apply in the interpretation and application of the terms and conditions of this Agreement.

10.07 Time Limits The parties subscribe to the principle of prompt resolution of grievances and, therefore, they agree that the time limits set forth in Paragraph 10.01, 10.02 and 10.05 must be complied with for the grievance to be considered, unless there is an agreement in writing to extend any

such limit. If the VILLAGE or its representatives do not reply within the time limits specified, the ASSOCIATION may immediately proceed to the next step of the grievance and arbitration procedures.

10.08 ASSOCIATION Right No grievance, except a Step 1 grievance, may be settled unless the ASSOCIATION is afforded an opportunity to be present at any settlement conference, and provided that any settlement made shall not be inconsistent with the terms of this Agreement between the VILLAGE and the ASSOCIATION. It is acknowledged that the ASSOCIATION has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

ARTICLE 11 - NO STRIKE GUARANTEE

11.01 No Strike Guarantee The ASSOCIATION and the employees covered by this Agreement recognize and agree that the rendering of firefighting and related services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and that to do so would endanger the health, safety and welfare of the inhabitants thereof. The ASSOCIATION and the employees, therefore, agree without reservation that they will not cause, instigate, initiate, call, engage in, participate in, sanction, support, encourage or condone any strike, walkout, work stoppage, work slowdown, curtailment of work, or other refusal to perform work, or any picketing of Fire Department premises, for any reason whatsoever.

11.02 VILLAGE Right The VILLAGE may immediately terminate, remove, suspend, or otherwise discipline any employee or all employees who in any manner violate the provisions of Paragraph 11.01.

11.03 No Lockout The VILLAGE agrees that it will not engage in any lockout.

11.04 No Strikebreaking/Mutual Aid The VILLAGE agrees that in the application of this Article, no member of the ASSOCIATION will be used as a strikebreaker except, however, that the members of the bargaining unit will respond to any mutual aid alarm of another governmental employer, rendering

the full extent of cooperation and assistance as is required and customary under an existing mutual aid contract requiring such response.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 Purpose The provisions of this Article relating to hours of work and overtime are intended, among other things, to provide a basis for calculating overtime compensation and are not to be construed as a guarantee of pay for days or hours not worked.

12.02 Schedules and Rates

a) **Normal Duty Day and Schedule.** A normal duty day shall be considered to be twenty-four (24) consecutive hours beginning at 7:00am. The normal duty schedule shall be considered to be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. Such normal duty schedule shall prevail without regard to holidays or days of the week.

b) **Work Week and Hourly Rate.** A normal duty week will be considered fifty-four and eight one hundredth (54.08) hours, the reduction of the one and ninety-two one/hundredths (1.92) hours (effective May 1, 1989, two and fifteen one/hundredths (2.15) hours) to be effected by four and one-half (4 ½) additional days off per year (effective May 1, 1989, five (5) additional days off per year, resulting in a 53.85 hour normal duty week effective May 1, 1990) which shall be on a selection basis secondary to the vacation benefit (the maintenance of minimum manpower requirements shall be the only reason for denial of a timely personal leave request).

c) **Hourly Rate Calculation.** Computation of the employee's straight time rate of pay for overtime calculation shall be based upon a fifty (50) hour work week and determined by dividing the employee's annual salary as set forth in Appendix "B" by 2600. Computation of the hourly rate for all other purposes shall be based upon 2800 annual hours.

d) Routine Work Duties. Routine work duties on the normal day ordinarily will be performed from 7:00 a.m. up to 4:30 p.m. including a one-hour lunch consistent with current practice. This paragraph shall not limit the VILLAGE's right to conduct regularly scheduled night drills to maintain and enhance the emergency response skills of employees covered by this Agreement. Such drills shall be limited to two (2) per company per year. No individual company will be exposed to more than two such drills per year. On days devoted to such drills, "normal" day activities will be suspended at 12:30 p.m. and drill related activities will occur between 6:00 p.m. and 10:00 p.m. Such drill period will include pickup and clean up subject to standard practice in the event of an alarm. Outside drills will not be scheduled in inclement weather. "Inclement weather" is defined as the occurrence of one or more of the following weather conditions during the drill period and at the drill site.

- i) A temperature of 94 degrees F or higher as reported by RED Center.
- ii) A temperature of 0 degrees F or lower as reported by RED Center.
- iii) Sustained winds of 25 mph or higher.
- iv) Wind-chill temperature of -10 degrees F or lower.
- v) Heat-index temperature of 100 degrees F or higher.
- vi) Any on-going occurrence of significant precipitation:
 - (a) Rain which has lasted at least one hour and causes significant puddling on level asphalt surface.
 - (b) Snow which has lasted at least one hour and has accumulated at least one-half inch on level asphalt surfaced.
 - (c) Any occurrence of freezing rain, freezing drizzle or sleet.
 - (d) Fog which reduces visibility to 1/8 mile or less.
 - (e) Provided these limitations shall not apply to the following training events:

- Training involving multi departments and/or MABAS at NIPSTA or other protected training sites (e.g. Winnetka training tower).
- Training on ice for surface ice rescues.

vii) Any thunderstorm occurrence resulting in visible lightning and/or audible thunder.

viii) The wearing of fire bunker gear, in part or whole will be at the discretion of the Supervising Officer based on the content of the drill and safety of the participating individuals as specifically related to the criteria listed in the definition of inclement weather.

e) Fair Labor Standards Act. For application of the Fair Labor Standards Act there shall be a work period of twenty-seven (27) days.

12.03 Overtime Authorized overtime worked for one-half ($\frac{1}{2}$) hour or more in excess of the normal duty day will be compensated on a basis of time and one-half. For this purpose, time and one-half means that fifty percent (50%) more time than that actually worked in excess of the normal duty day is added and compensation at the employee's regular straight-time hourly rate (computed pursuant to the hourly rate definition) is applied to the resulting total. To the extent additional overtime compensation is required as a result of the application of the provisions of the Fair Labor Standards Act (FLSA), the VILLAGE will comply with such provisions. When a duty day is extended due to an emergency alarm situation, compensation therefore shall be paid on the basis of time and one half ($1 \frac{1}{2}$) the employee's straight time hourly rate in one half ($\frac{1}{2}$) hour increments. When a duty day is extended due to a holdover for detail, compensation therefore shall be paid on the basis of time and one half ($1 \frac{1}{2}$) the employee's straight time hourly rate in one quarter ($\frac{1}{4}$) hour increments. Overtime needs of the Department will be determined by the Fire Chief. No employee shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime or premium pay.

12.04 Compensatory Time Bank When an employee works overtime, the employee may elect to bank the hours as compensatory time (herein referred to as "reclaim time") in lieu of receiving monetary compensation in that pay period. In consideration of the VILLAGE offering this limited compensatory or reclaim time benefit, the VILLAGE and the Union agree, in furtherance of Section 7(o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which they agree would constitute an "undue disruption" of the Department's operations. This banked time may be used to take time off at a future date when the leave calendar might otherwise be full and prevent normal scheduling of time off, or in the case of a personal emergency where time off is needed. If a personal emergency should arise, hour for hour use is allowed if no overtime is required to cover the absence.

Banked Reclaim Time may be accumulated in increments of no less than one-quarter hours at a time. Time shall be banked at a rate of 1.5 times the number of hours worked (e.g., 24 hours worked equals 36 hours banked). A maximum of 72 hours may be held in the bank at any one time.

If time worked is to be banked, all of it must be banked (i.e., if 24 hours worked, all 36 must be banked if electing to do so). However, if the full amount would cause the balance accrued to exceed the maximum 72 hours, only that which will bring the balance to 72 hours will be banked and the remainder will be paid as overtime.

The following procedure shall be followed for utilizing the Reclaim Time Bank not covered by Section 14.09:

a) Requesting to use Reclaim Time Bank. In order to request Reclaim Time, the employee must have the time in the bank. The Reclaim Time must be requested in increments of twelve (12) or twenty-four (24) hours. A request to use Reclaim Time shall be by e-mail, and requests will be recorded with the date and time they are received. In general, the employee should provide as much advanced notice of the request as possible. The employee should notify the Deputy Chief by 7:00 a.m., sick (6) calendar

days in advance of the requested Reclaim Time usage. Requests for Reclaim Time after 7:00 a.m., six (6) calendar days in advance of the requested Reclaim Time usage will not be honored, except in an emergency as approved by the Chief or in the event of a same day leave request where the request will not cause overtime.

b) Unduly Disruptive Days. If overtime is necessary to cover the employee's requested time off under this Section (i.e., the employee's leave will cause or has caused the shift to fall below the Chief's established minimum shift staffing) the Shift Commander shall so advise the employee. Overtime rules shall apply in order to fill vacancies caused by a Reclaim Time request except as expressly modified by this Article. It is agreed by the parties that the implementation of such Reclaim Time rules will necessitate additional administrative and operations efforts in order to fill such Reclaim Time slot(s), thus causing undue disruption to the Department's operation. If overtime is necessary to cover the employee's requested time off under this Section, the parties hereto agree that such request cannot be filled within a reasonable period of time without unduly disrupting the operations of the Fire Department. In such case, the employee shall have the following options:

- i) To direct the Shift Commander to forego the request for time off and requisition payment for 36 hours of banked time (e.g., 24 hours requested at time and a half equals 36-hour reduction in the Reclaim Time bank – which may result in a negative Reclaim Time bank balance) (e.g., 24 hours of "recognized holiday leave" requested at double time equals 48 hour reduction in the Reclaim Time bank – which may result in a negative Reclaim Time bank balance) on the next regular payroll check;
- ii) To withdraw the request and to resubmit a request for leave at another time that does not cause overtime; or,
- iii) Take the leave requested.

If the leave requested causes overtime, the scheduled employee taking the leave shall be designated as having taken an “unduly disruptive day” and the scheduled employee’s Reclaim Time bank shall be reduced by time and one-half for each hour granted off (e.g., 24 hour Reclaim Time at time and a half equals 36 hour reduction in Reclaim Time bank), (e.g., 24 hours of “recognized holiday leave” requested at double time equals 48 hour reduction in the Reclaim Time bank – which may result in a negative Reclaim Time bank balance). If no overtime is required, the request shall be deemed to be not unduly disruptive, and the employee taking the leave shall have his Reclaim Time bank reduced hour for hour (e.g., 24 hours off equals 24 hours reduction in Reclaim Time bank).

If the VILLAGE is unable to secure an off duty employee to fill the requested Reclaim Time slot at all, or if six (6) total leave slots already have been filled (e.g., up to four slots for scheduled paid time off in accordance with Section 14.08 plus two additional slots for Reclaim slots) or if prescheduled training involves a paid instructor and/or other jurisdictions where such training is scheduled at least a month in advance (but not including continuing education training and training exercises that would normally be made up or for which the requesting employee has not been scheduled), then the request may be denied in its entirety as unduly disruptive.

c) Filling Reclaim Time Bank Requests. Requests for Reclaim Time bank under this Section use will be prioritized in the order in which they are received. If the requirements of a specific assignment cannot be met or if sufficient Reclaim Time bank cannot be filled to meet the number of requests, the requests will be denied in reverse order of priority. When attempting to fill a request, no more than one (1) complete round of calls will need to be made.

d) Indemnification. In consideration of the VILLAGE’s agreement to allow employees to establish Reclaim Time banks and to schedule Reclaim Time in accordance with the terms and conditions of this Section, the Union agrees to the following:

- i) Subject to the parties' agreements and adoption of the alternative procedure described in Paragraph (b), the Union and its bargaining unit members agree to defend, indemnify, save and hold harmless the VILLAGE, its officers, agents and employees, from any and all damages, costs, expenses and penalties arising from any complaint or allegation that these restrictions on the use of Reclaim Time do not comply with Section 7(o)(5) of the Fair Labors Standards Act regarding the use of compensatory time.
- ii) Any and all disputes that may arise between the parties, including disputes raised by the Union or by any bargaining unit member, as to the administration of this Section, shall be resolved through the grievance arbitration procedure of this Agreement, except that such grievance shall be filed at Step 3. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this Section is based upon the authority vested in them under 8 and 15(b) of the Act, 5 ILCS 315/15(b). Such agreement is also made in reliance upon the Supreme Court's decision in *14 Penn Plaza LLC v. Pyett*, 129 S.Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of time due available to employees from their compensatory time banks as established under this Section do not comply with 7(o)(5) of the FLSA, 29 USCA 207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with application 7(o) standards of the FLSA, the cash value of any time due in dispute based on the then-applicable overtime rate and shall have no authority to award any attorney's fees or any penalties against the parties. The parties agree that if the Union or a

bargaining unit employee files a lawsuit or complaint in any form alleging a violation of Section 7(o), this arbitration agreement may be raised as an absolute defense to such lawsuit. The Union agrees that it will join the Employer in any motion to dismiss the lawsuit and/or to compel arbitration.

e) Sunset or VILLAGE Buy Back Option. If any portion of this Article 12.04 is found to violate the terms of the FLSA, the VILLAGE may elect: (a) to have this Section 12.04 immediately sunset, subject to the subsequent duty to meet and negotiate as provided in Article 23.01 of this agreement; and/or (b) to buy back some or all time due to bargaining unit members immediately or over a reasonable period of time; and/or (c) to allow employees to utilize accrued Reclaim Time at mutually agreed times.

12.05 Overtime Distribution Once the Department has determined that overtime is required, it shall follow existing practices regarding the manner of overtime distribution.

12.06 7(g) Voluntary Work The VILLAGE may offer employees work opportunities that substantially differ from the employee's regular duties of emergency preparation and response related to fire suppression, rescue and/or EMS services. Work related to Public Education, Fire Inspections, Special Events and other work mutually agreed between the VILLAGE and the ASSOCIATION, when performed outside of the employee's work shift, shall be compensated at time and one half (overtime) at mutually agreed upon rates between the VILLAGE and ASSOCIATION that are less than the rates established for regular work normally performed by bargaining unit employees according to Section 7 (g) of the FLSA, 29 USC §207 (g). Work assignments under this section, 12.06, shall be offered on a voluntary basis. As appropriate, the Fire Chief will periodically post sign up-sheets for 7(g) work assignment and equalize opportunities among qualified volunteers. The VILLAGE may require employees to possess specific minimum qualifications and experience in order to work such assignments and selection of employees may be on a competitive basis. Continued work opportunities in 7 (g) positions shall be contingent upon positive performance on the employee's past 7 (g) assignments. Employees working a 7 (g) assignment

who are called back to perform Firefighter/Paramedic duties shall be compensated at one- and one-half times their regular pay rate in accordance with Section 12.03 of the Agreement for the performance of such Firefighter/Paramedic duties.

ARTICLE 13 – HOLIDAYS

13.01 Recognized Holidays The VILLAGE shall recognize nine (9) paid holidays each year. These holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Patriot's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day and Christmas Day. If any of these holidays falls on Sunday, the paid holiday is observed on the following Monday; if it falls on Saturday, the paid holiday is observed on the preceding Friday.

13.02 Special Application for Fire Fighters Because the fire function demands full and continuous coverage, the parties recognize that the Department cannot adjust its manpower requirements in recognition of paid holidays in any way materially different from non-holidays. In lieu thereof, however, all personnel on shift assignment will receive nine (9) duty days per year (216 hours) in straight-time hourly pay or equivalent compensatory time off. If straight-time compensation is selected, it will be paid by separate check at the close of each fiscal year. If compensatory time off is selected, it must be taken in full duty day increments and only on adequate notice to the Department and be subject to the manpower requirements of the Department as set forth in Paragraph 12.04.

If compensatory time off is selected, it may be either scheduled in full duty day increments and/or applied to the employee's Reclaim Time Bank, in 24-hour increments. When choosing to add Holidays to Reclaim Bank, only full day increments may be added to a maximum of 72 hours added. This addition of Holidays may not cause the RT bank to exceed the current limit of Reclaim Time Bank time allowed. If any Holidays are to be scheduled, it will be done according to current practice and subject to the

requirements as set forth in Paragraph 12.04. The decision to apply any holidays to the Reclaim Time Bank will be made in concert with current practice during Annual Leave selection.

13.03 Holiday Routine. A holiday routine shall be observed for duty personnel beginning at noon on Saturday and consistent with current practice on Sundays and on the days recognized and observed as holidays by the VILLAGE under Paragraph 13.01 except for intermittent training exercises and special inspections in industrial and commercial areas, which shall not occur more often than once per company per year. For each company involved in such Sunday exercise or inspection, a "Sunday" routine will be observed for an equivalent period to the time involved in the exercise on the next duty day that is not a "holiday" as defined in this Agreement. Outside drills will not be scheduled in inclement weather and such Sunday drills and inspections will not occur between October 1 and March 1 each year. Nothing in this article is intended to impede the annual ceremonies honoring 9/11 due to observance of Holiday routine on Patriot's Day.

ARTICLE 14 – VACATIONS

14.01 Vacation Accrual Employees will accrue vacation leave according to seniority, as follows:

- a) Month 1 through month 60: 6 hours per pay period. Annual accrual equals 6 duty shifts.
- b) Month 61 through month 120: 7 hours per pay period. Annual accrual equals 7 duty shifts.
- c) Month 121 through month 168: 8 hours per pay period. Annual accrual equals 8 duty shifts.
- d) Month 169 through month 240: 10 hours per pay period. Annual accrual equals 10 duty shifts.
- e) Month 241 through month 288: 1 hours per pay period. Annual accrual equals 11 duty shifts.
- f) Month 289 through end of career, 12 hours per pay period. Annual accrual equals 12 duty shifts.

14.02 Vacation Pay For the purpose of determining the amount of vacation pay to which an employee is entitled, a duty day shall be considered as being twenty-four (24) hours.

14.03 Continuous Service Continuous service shall mean that the employee has worked a full duty schedule ($53.85 \times 52 = 2,800$ hours) less allowable time off for vacation, personal leave days, holidays, sick leave, and other approved leaves of absence. A full duty schedule shall be 2,800 hours. Nothing in this paragraph shall be construed to indicate that actual legitimate use of earned sick leave in excess of a single year's accumulation will interrupt continuous service.

14.04 Vacation Accumulation It is mutually agreed that all employees who have accrued paid vacation time will take their vacation within the year following the year it is accrued, except, however, that where unusual circumstances prevail and upon prior approval of the VILLAGE, an employee will be permitted to accumulate paid vacation up to a maximum of twelve (12) additional duty days or to use their accrued vacation in the year it is earned. Vacation accumulation and usage shall be reported by the Finance Department as part of the bimonthly paycheck. The balance reported on the paycheck stub or electronic pay stub (less any amount used but not yet reported from the current and immediately prior pay period) shall be the official vacation balance at any given time.

14.05 Selection by Seniority The dates of taking earned paid vacation off will be granted, subject to the manpower requirements of the Department, on the basis of seniority.

14.06 Vacation Pay on Termination Employees who have accrued vacation and whose employment is thereafter terminated (except where termination is for dishonesty or gross misconduct in which event they will not be entitled to any pro-rated vacation pay) will receive full payment for their accrued but unused vacation balance.

14.07 Combining Vacation with Other Leave Vacation days may be taken singly or in any combination with personal leave, and/or holiday time off by seniority. Vacation days will first be selected consecutively until all are exhausted, then personal leave days shall next be selected consecutively until all are exhausted, then J-days shall next be selected consecutively until all are exhausted, and then holidays shall be selected consecutively until all are exhausted. No alternating. Compensatory time off

may be taken separately or in any combination with vacation, personal leave and/or holidays. Personal leave days may be taken in either 24- or 12-hour segments. (This section 14.07 is subject to scheduling in accordance with Sections 14.08 and 14.09).

14.08 Vacation Scheduling For annual advanced selection and scheduling Firefighters on each shift will, beginning at 7:00 a.m. on February 1, select vacation days, personal leave days, J-days, and holidays in order as specified in Section 14.07 on a shift wide seniority basis reflecting the rate of one employee off per VILLAGE fire station. For this purpose, "VILLAGE fire station" is defined as a facility which houses active Fire Department apparatus and shift personnel engaged in life protection and/or suppression of fires, and which is or is anticipated to be controlled by the VILLAGE and in use for a minimum period of one year. The senior employee has first selection; the second most senior employee has second selection, the third most senior employee and so forth. After the last employee has made his selection, another round shall begin, again by seniority until all allotted days are either scheduled and/or all employees have passed for the purpose of advance scheduling. In each round, employees may select only one period of consecutive days. It is provided that in any one round an employee may only select up to the number of vacation days to which the employee was originally entitled. Once an employee has selected his time, his pick is locked in.

Fire Lieutenants shall schedule their annual advanced vacation selection starting February 1. Such advanced selections shall be made based upon Departmental seniority and based upon the rate of a maximum of four employees off per day, in accordance with procedures that were in effect for the January 2001 advanced selections.

14.09 Bumping and Mid-Year Selection Vacation days which have been selected may not be "bumped." Personal leave days, which have been selected, may only be bumped by vacation days. Holidays which have been selected may be bumped by either vacation days or personal days. Once a round of selection has finished, those picks are locked in and are unaffected by following rounds. All

annual advance selections must be submitted by 5:00 p.m. March 31 of each year. After March 31 of each year, remaining time off is scheduled on a first come, first served basis. Mid-year selection requests for leave for the upcoming fiscal year which may include compensatory time and previously unscheduled vacation, holiday and personal leave time shall not be made until after 0700 hours April 15th of each year and shall be scheduled on a first come first served basis.

ARTICLE 15 – SALARIES

15.01 Salary Schedules The salary schedule for employees, including longevity pay is set forth in Appendix “B” hereof which is for all purposes made a part of this Agreement. Effective on and retroactive to 2011, all persons who were or are in the bargaining unit shall be paid pursuant to the salary schedules set forth in Appendix "B" hereof which is for all purposes made a part hereof. All pay steps shall reflect increases as follows:

3.75 % effective May 1, 2025

3.75% effective May 1, 2026

4% effective May 1, 2027

Subject to the following **Local Government Distributive Fund** language:

Should the Village's share of Local Government Distributive Fund tax monies be reduced by twenty percent (20%) or more from 2015 amounts, or if a property tax freeze is imposed upon the Village by the State of Illinois, then the Village may request that the contract be immediately reopened on the issue of wages and other cost-saving measures. If the Village makes such a request to reopen, the parties will meet and negotiate over wages and other cost-saving measures for thirty (30) calendar days. Thereafter, if agreement is not reached, either party may invoke interest arbitration in accord with the criteria and procedures listed in Article 14 of the IPLRA.

Retroactive payments of all salary and other pay and fringe benefits shall be made as promptly as possible.

It is understood, however, that any employee with less than six (6) months of continuous service from the employee's last date of hire and who voluntarily terminates employment prior to contract ratification shall not be entitled to the retroactive pay set forth in this section.

15.02 Longevity Employees shall receive longevity pay in recognition for years of service according to the following schedule: Longevity pay shall adjust according to the percentage equivalent of any increase in general base wage adjustment.

Effective 5/1/2025 (3.75% Increase)		
	Monthly	Annual
5 Years	\$ 49.3454	\$ 592.1454
7 Years	\$ 98.7203	\$ 1,184.6442
10 Years	\$ 148.0511	\$ 1,776.6129
15 Years	\$ 197.3965	\$ 2,368.7583
20 Years	\$ 246.7420	\$ 2,960.9037

Effective 5/1/2026 (3.75% Increase plus adjustment)		
	Monthly	Annual
5 Years	\$ 51.3192	\$ 615.8312
84 Months	\$ 102.6691	\$ 1,232.0300
120 Months	\$ 153.9731	\$ 1,847.6774
180 Months	\$ 205.2923	\$ 2,463.5086
240 Months	\$ 256.6117	\$ 3,079.3399

Effective 5/1/2027 (4% Increase)		
	Monthly	Annual
5 Years	\$ 53.3720	\$ 640.4645
7 Years	\$ 106.7759	\$ 1,281.3112
10 Years	\$ 160.1320	\$ 1,921.5845
15 Years	\$ 213.5040	\$ 2,562.0490
20 Years	\$ 266.8761	\$ 3,202.5135

15.03 Call Back Off duty personnel responding to a Northbrook Box Alarm or greater shall be paid, with a minimum response guarantee of two (2) full hours, on the basis of time and one half (1½) the employee's straight time hourly rate, subject to the terms of Paragraph 12.04, compensatory time off. Responding personnel need to be in their assigned station in less than one hour from the receipt of the alarm. Call back for any other reason shall be guaranteed one (1) full hour of overtime. Those called back to duty on recognized holidays shall be compensated at the overtime rate of double (2X) time.

15.04 Duty Overtime An employee who is called back to duty for the purpose of maintaining minimum manpower status (excluding response to a box alarm), will receive a minimum of four (4) hours work or four (4) hours pay at the overtime rate of time and one-half. Further, no such call back to duty will be canceled unless at least six (6) hours' notice of such cancellation is given prior to the originally committed hour of duty assignment. Any less notification period shall be cause for payment of the above minimum call back compensation. Those called back to duty as provided in this paragraph on Christmas Eve Day, Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Easter, or Thanksgiving Day or the day after Thanksgiving shall be compensated at the overtime rate of double (2x) time.

15.05 Paramedic Pay A firefighter certified as a paramedic for assignment to the Emergency Medical Service will receive an additional salary increment resulting in the schedule of salaries shown in Appendix "B" hereof which is for all purposes made a part hereof. Such payment will continue so long as the employee:

- a) Performs such skill as assigned by Department scheduling for the Emergency Medical Service, and
 - b) Retains the Paramedic certification by fulfilling all training and retraining requirements.
- Engineer Driver Paramedic and Lieutenants will be expected to perform the duties of Paramedic to ensure proper maintenance of skills. Such employees' duties shall be supplemental to their regular

duties and shall not displace such duties nor shall such employees who are certified as Paramedics be counted toward the minimum staffing established for each shift for Firefighter/Paramedics.

15.06 Rotation/Reclassification The Department shall maintain an Emergency Medical Service schedule which will allow rotation of Paramedics to the Fire Service for approximately one third of his duty days each fiscal year. All employees that are covered by this agreement must maintain licensure as a paramedic with the State of Illinois and acceptance into the applicable EMS System to which the Department is a member. Employees who are Lieutenant Paramedics at the time of ratification of this agreement, 2012 shall be exempt from the requirement to maintain paramedic licensure.

15.07 Engineer Driver Paramedic The VILLAGE shall establish a classification of Engineer Driver Paramedic and assign an employee so classified to each front-line suppression/pumping apparatus on each shift. If an apparatus with a pump is utilized in a non-suppression role it does not require an Engineer Driver Paramedic to be assigned. (Nothing in this subsection changes the VILLAGE'S ability to assign a qualified acting Engineer when the assigned Engineer is not available). Assignments will be made by the Fire Chief or designee according to Department needs. The Engineer Driver Paramedic shall be the most senior employee qualified for the position as reasonably determined by the Fire Chief and who requests such assignments. Placement in such classification shall be competitively based upon an initial selection process test score. The Fire Chief reserves the right to bypass any employee on the current list, following that employee having refused the position twice during the term of the current list. Retention of such classification is dependent upon a passing score in a proficiency test that shall be conducted every three (3) years. If an Engineer Driver Paramedic fails the proficiency test, the employee shall receive training, and a second proficiency test will be given. Failure to pass the second consecutive proficiency test will result in removal from the classification of Engineer Driver Paramedic.

All employees covered by this bargaining agreement below the rank of Lieutenant and that have or previously held paramedic certification and have served a minimum of three (3) consecutive years

with the Northbrook Fire Department and who possess State certification as a Fire Apparatus Engineer (FAE) shall be eligible to challenge the Engineer Driver Paramedic Competitive Selection Exam. The exam will be comprised of two (2) segments. Segment one (1) will be a written exam that covers: Apparatus and Equipment, Fireground Hydraulics, Maps and Site Plans, and Operational Policies and Procedures.

Segment two (2) will be a series of practical evolutions covering: Apparatus Inspections, Fireground Hydraulics, Driving Techniques and Water Supply. Employees who are currently on the Engineers Promotion List shall be appointed consistent with past practice. All employees currently assigned as Regular Engineer Drivers, and employees that wish to be considered for the position, shall challenge the exam every three (3) years. Current Engineer Driver Paramedics must pass all components of the exam in order to retain their position. If an Engineer Driver Paramedic fails the exam, the employee shall receive training, and a second exam will be given. Failure to pass the second consecutive exam will result in removal of the employee from the classification of Engineer Driver Paramedic and the employee shall be reassigned to the position of Firefighter Paramedic (if the employee has retained paramedic certification) or Firefighter and the vacant Engineer Driver Paramedic position shall be filled by the next eligible candidate on the list.

If there are not sufficient qualified volunteers to take the competitive selection exam for appointment to the classification, then the Fire Chief may assign a qualified non-volunteer in inverse order of seniority.

Administration of Appointment Process Components (Engineer Driver). The components of the appointment process shall be administered in the following manner:

Engineer Driver Paramedics and employees on the current Engineer Driver Paramedics list shall be given a minimum of six (6) hours of classroom and six (6) hours of practical instruction annually. Such

training shall be accomplished on normal duty time and may contain any of the criteria as may be found on the Engineer Driver Selection Exam.

The VILLAGE further agrees to participate as much as practicable in the State approved Engineer Driver certification programs offered in the Chicago Metropolitan Area. The extent of participation in such programs shall be determined by such considerations as minimum staffing needs and the VILLAGE's manpower requirements for Engineer Driver Paramedics.

15.08 Off Duty Training The VILLAGE agrees that the overtime rate of one hundred fifty (150%) percent of the employee's straight time (computed on 2,600 hours per year as provided in Paragraph 12.02 c) hourly rate or, subject to the terms of Paragraph 12.04, equivalent compensatory time off shall be paid to all employees who, with the consent of the Department, attend training to attain or maintain EMS, Paramedic or Engineer Driver certification during normally scheduled off-duty times except when such training is of such a duration or nature that it permits rescheduling of the regular work week to achieve an equivalent work schedule including the training period. Such training will be scheduled by the employee with the approval of the Fire Chief.

15.09 Lieutenant Stipends for Special Projects The Department shall continue to offer Lieutenants the opportunity to perform work in connection with nine (9) special projects in the following areas: Hoses; SCBA (Air Packs); Small Tools; Power Equipment; Emergency Medical Services (EMS); Clothing and Turnout Gear; Plans Related Documents; Communications; Emergency Response On-Call Volunteer Support Services. The title of each special project is for illustrative purposes and may be amended by the Department from time to time, based on contemporary needs and priorities. Employees who accept and fulfill the responsibility for performing the extra duties associated with such special assignments shall receive an annual stipend in the amount of \$2900.

When a Lieutenant opts to decline the special project or fails to acceptably perform the work, the assignment shall be posted for a period of ten (10) days. Interested Lieutenants may sign up. The

Fire Chief shall fill the assignment from among the interested and qualified Lieutenants. If no one is interested in taking the assignment or qualified to perform the assignment, the VILLAGE reserves the right to utilize any other option/source necessary including utilizing other qualified bargaining unit members as determined by the Fire Chief to perform the work provided such reservation shall not prejudice the right of any qualified Lieutenant who may desire to sign up to fill a vacancy in the assignment at a later date.

In the event that a Lieutenant performing a particular special project is promoted to a position outside the bargaining unit, and such employee continues to desire to perform the work of the special project, the work of the special project shall follow the employee, provided that when such person ceases to perform the work of the special project, the assignment shall be deemed to be vacant and the work assignment shall be returned to the bargaining unit and subject to bidding by the remaining Lieutenants as described above.

ARTICLE 16 – OTHER LEAVE

16.01 Sick Leave Employees are entitled to paid sick leave of one-half (1/2) duty day for each full month of continuous service (eligibility starts after six (6) full months continuous service at which time the eligible employee is credited with three (3) sick leave duty days). Sick leave must be used in minimum of 12-hour increments. However, if an employee has a Family Medical Leave Act (FMLA) occurrence involving a serious health condition, in which case the employee may use either reclaimed time or sick leave on an hour for hour basis with a four (4) hour minimum. Employees who are eligible for FMLA may also utilize sick leave as paid leave in compliance with Village Standard Operating Procedure 11-013-05 dated June 1, 2016, as amended. This benefit is available to an employee who is absent from work only because of his own (non-duty incurred) illness or injury and who gives notice of his absence to Department supervisory personnel in advance of the time the employee is scheduled to

report for work except, however, that an employee may count against his earned sick leave an absence of not more than one (1) duty day caused by an emergency situation at his home requiring adult care of a member of his household which would otherwise not be available, provided proper notice has been given.

Parental Leave: After one year of service, full time employees are eligible at the birth (excluding births in which the employee is a surrogate) or adoption of a child for paid parental leave as follows to run concurrent with FMLA.

Starting on the date of FMLA for birth or adoption the Village will offer a maximum of 5 duty days of paid parental leave. Employees may extend their parental leave with their own sick leave under the FMLA guidelines above.

16.02 Claim Substantiation/Abuse A claim for paid sick leave for an absence in excess of twenty-four (24) duty hours must be accompanied, if requested, by a doctor's written statement of treatment or other reliable substantiating evidence of illness or injury. Any abuse of the paid sick leave benefit is sufficient cause for employee disciplinary action including dismissal.

16.03 Use Limitation The paid sick leave benefit accumulated by employees covered by this Agreement who are also participants in the Firemen's Pension Fund may be used as necessary and as available during the first ninety (90) calendar days of any one continuous illness or non-duty injury. Beginning with the eighth (8th) year of such circumstance, the statutory benefits of the Firemen's Pension Fund will be applicable. After the seventh (7th) year of his VILLAGE employment, the employee will be entitled to the use of accumulated sick leave benefit only during the first thirty (30) calendar days of any one continuous illness or non-duty injury. However, if the Firemen's Pension Fund provides that an employee may receive non-duty disability benefits under this Fund only if the employee is totally and permanently disabled, the employee who cannot for that reason qualify for benefits under the Fund will be entitled to use the full amount of the sick leave benefits the employee has then accumulated.

16.04 Good Health Benefit Employees who accumulate unused paid sick leave in excess of thirty (30) duty days will be paid for twenty percent (20%) of such excess (full days only) at the close of each fiscal year. The number of such days accumulated will thereupon be reduced by the number of days for which payment is received. It is the intent of this Paragraph that reliable service be rewarded and that career employees be enabled to share the mutual benefits of continued good health. Employees retiring from VILLAGE service in accordance with provisions of established retirement plans will be paid for the fiscal year in which actual retirement occurs for thirty (30%) percent of unused paid sick leave in excess of thirty (30) days. Such employees may elect to take the thirty percent (30%) benefit in the form of an equivalent paid leave of absence immediately preceding their retirement date.

16.05 Jury/Witness Leave

a) Jury Duty. An employee shall be granted an excused leave from work without loss of pay when required to perform jury duty on those days the employee would have been otherwise scheduled to work. The employee shall provide written notice of jury duty to the Fire Chief as far in advance as reasonably possible, and the Chief in his discretion may seek a postponement. Such benefit is conditional upon the employee's endorsement to the VILLAGE of all compensation received as jury pay. The employee must return to work within two hours of dismissal by the court unless such dismissal occurs within two hours of the end of the employee's normal shift.

b) Witness Leave. An employee shall be granted an excused leave from work without loss of pay for the period of time the employee is required to be away from work to attend attorney interviews, give depositions, or testify with respect to lawsuits which the VILLAGE institutes or which arise out of the employee's employment by the VILLAGE (excluding an employee's participation in such activities at the request of the ASSOCIATION). If an employee is required to participate in such activities during off-duty hours, the employee shall be paid the applicable hourly rate and shall be reimbursed the cost of transportation (the lesser of the IRS mileage rate plus parking or public transportation) based upon

travel distance between the public safety center and the hearing site. The benefit provided in this Paragraph is conditional upon the employee's endorsement to the VILLAGE of all compensation received as witness fee.

An employee shall immediately notify the Fire Chief if the employee is required to participate in a lawsuit which arises out of his employment by the VILLAGE. The VILLAGE retains the right to schedule the employee's participation during the employee's duty hours. If the VILLAGE does not exercise this right, the scheduling shall be done at the mutual convenience of the employee and the party requesting the employee's participation.

If an employee is subpoenaed to testify in lawsuits which do not arise out of the employee's employment by the VILLAGE or if the employee's participation in pretrial activities is needed in a lawsuit instituted by the ASSOCIATION, the employee shall be permitted to use accrued leave time, request an exchange of tours of duty, or take time off without pay.

If an employee is subpoenaed at the request of the Fire Chief to testify in a hearing before the Board of Fire and Police Commissioners, the employee shall either be released from duty without loss of pay or paid the applicable hourly rate for all hours of off-duty participation, whichever is applicable, and shall be reimbursed the cost of transportation (the lesser of the IRS mileage rate plus parking or public transportation) based upon travel distance between the public safety center and the hearing site. If an employee is subpoenaed at the request of someone other than the Fire Chief, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if the employee testifies during his off-duty hours.

The employee shall provide written notice of witness duty to the Fire Chief as far in advance as reasonably possible, and the Chief in his discretion may seek a postponement. The employee must return to work within two hours of dismissal by the court or the party issuing the subpoena unless such dismissal occurs within two hours of the end of the employee's normal shift.

16.06 On the Job Injury/Duty Related Illness. The VILLAGE shall continue its practice of paying the regular salary of a full-time employee injured on the job or suffering a duty related illness until such time as the employee returns to work or until eligibility for permanent disability benefits may be certified; provided, however, that such salary continuation shall be no less than as set forth in state statutes pertaining to on the job injuries and duty related illness.

It is further provided that continuation of regular salary is contingent upon the employee's endorsement to the VILLAGE of the partial earnings paid by the insurance carrier. Payments under this section are not considered as being paid sick leave benefits.

16.07 Restricted Duty for an On-the-Job Injury or Illness. The Fire Chief may, at his or her discretion, assign available restricted duty work following a workplace injury provided a physician clears the employee to perform such work. Such restricted duty may be either the employee's regular job or other work with restricted physical duties. When an employee is performing restricted duty assignments under this Section, the employee shall be assigned a 40 hour or 24/48-hour work schedule for the first seven (7) duty days at the employee's option, thereafter, as deemed appropriate by the Chief, and the employee shall continue to receive his/her regular compensation and benefits. When employees are assigned to a 40-hour schedule, they shall continue to accrue benefits based upon their regular 24/48-hour work schedule, and time off taken while assigned to the 40-hour schedule shall be charged at a ratio of 1:1.5 hours (e.g., 8 hours off = 12 hours charged.)

In the event that the employee is prescribed work conditioning and/or work hardening that will exceed 4 hours in length or duration per session while assigned to a 40-hour schedule, the employee may be released from restricted duty to attend work conditioning and/or work hardening. The ability to be released from the 40-hour work schedule does not include doctor's appointments, transportation or physical therapy and other limitations except as set forth in this section. However, employees may be allowed to attend physical therapy appointments while working a 40-hour schedule provided the

appointment is located within the corporate limits of the Village and advance written notice of the appointment is provided to the Fire Chief.

Restricted duty assignments shall be of limited duration. Such restricted duty assignments shall be terminated as soon as the employee is released to full duty and may not to exceed twelve (12) months, as determined at the sole discretion of the Fire Chief.

As reasonably approved by the Fire Chief, an employee may utilize vacation or other appropriate accrued benefit leave while on restricted duty as an alternative to performing the restricted duty assignment. Such approval shall be contingent upon the needs of the department and the leave not interfering with the employee's recuperation.

During the time an employee's absence from work is excused because of a work-related injury, or during the time the employee is assigned to light duty because of a work-related injury, the employee will comply with the following restrictions and requirements:

- a) The employee shall not engage in any activity which could impede the recuperative process.
- b) Transportation to and from doctor's appointments and time spent seeking and receiving medical attention shall be the responsibility of the employee.
- c) During the time the employee is totally disabled and unable to perform any light duty assignment, if not hospitalized, the employee shall convalesce and shall not work or be employed in any other capacity or engage in activities that are not consistent with the employee's convalescence or the restrictions resulting from the condition causing the disability.
- d) An employee who has been injured on the job shall report to the Fire Chief at least once a week while off duty due to injury. Such report may be in person or via telephone as reasonably directed by the Fire Chief with consideration for the condition of the employee. At this time the employee may be required to present any current documentation from a treating physician as to the prognosis for employee's return to full or limited duty.

e) The Village reserves the right at its expense to direct an injured employee to be evaluated by a physician selected by the Village to determine the degree of disability, medical prognosis and ability to perform restricted duty. Any disagreement between the Village's doctor and an employee's doctor as to an employee's medical ability to perform restricted duty assignments shall be resolved by a third-party physician mutually agreed upon between the parties. The cost of the third doctor's opinion shall be shared equally between the Village and the affected employee. Nothing in this section shall affect the statutory rights of employees pursuant to the pension laws or statutory rights of the Pension Board in dealing with an employee on a disability pension.

16.08 Restricted Duty for a Non-Job-Related Illness or Injury The Fire Chief may, at his/her sole discretion, assign available restricted duty work with a physician's approval to an employee if the employee so requests and is qualified to perform such restricted duty work and if the employee is unable to perform full duty responsibilities because of non-job related injury or temporary disability (not a disability pension). Restricted duty is not intended to be an alternative to the appropriate use of an employee's sick leave benefit; rather it is intended to fill a recognized need of the Village when it is in the best interest of both the Village and the employee. Therefore, employees are encouraged to manage their use of sick leave to ensure resources are available when incapacitated by a non-job-related illness or injury and the Chief may require that accrued leave time be exhausted before restricted duty work is assigned. Restricted duty assignments, if any, shall be of a limited duration not to exceed thirty (30) calendar days. Employees will only be assigned restricted duty assignments when the Village reasonably determines that the need exists and only so long as such need exists. When an employee is performing restricted duty assignments under this Section, the employee shall be assigned a 40 hour or 24/48-hour work schedule as deemed appropriate by the Chief and the employee shall continue to receive his/her regular compensation and benefits. When employees are assigned to a 40-hour schedule, they shall continue to accrue benefits based upon their regular 24/48-hour work

schedule, and time off taken while assigned to the 40-hour schedule shall be charged at a ratio of 1:1.5 hours (e.g., 8 hours off = 12 hours charged.)

16.09 Bereavement Leave

a) In the event of a death in the immediate family of an employee who has completed at least one (1) year of continuous service, the employee will be granted one (1) duty day of emergency leave with pay (four (4) duty days in the event of the death of a spouse or child). An employee shall be able to nonconsecutively extend his/her bereavement leave up to 24 hours with benefit leave exclusively to attend funeral/memorial services. The employee may take additional time off without pay or as a deduction from accumulated vacation time or accumulated overtime due the employee or other benefit leave if approved for FMLA. For this purpose, immediate family consists of the employee's mother, father, sister, brother, spouse, child, grandchild, grandparent and the spouse's immediate family as well as the "step" equivalents thereof.

b) The employee who has completed at least one (1) year of continuous service will be granted one-half (1/2) duty day of emergency leave with pay in the event of the death of a relative which is hereby defined to mean a person having blood relationship to the employee or the spouse spanning two generations. Such employee will be granted four (4) hours of emergency leave with pay to attend the funeral of a close friend or neighbor of the employee.

c) As a condition to the granting of such emergency leave, the employee may be required to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

16.10 Military Service Leave An employee who has completed probation and is called for training or other duty as a member of a reserve component of the Armed Forces of the United States or of the National Guard will be entitled to receive fifty percent (50%) of his regular salary for up to a maximum of two (2) weeks absence for that purpose in any one year. Such absence of up to two (2) weeks will not be charged against the paid vacation, if any, for which the employee may be eligible in that year.

16.11 Unpaid Leaves

a) An employee who has completed at least one (1) year of continuous service may be granted a leave of absence without pay for whatever reason and period that the VILLAGE in its discretion may deem acceptable. The employee shall submit in writing to the Fire Chief any request for a leave of absence. In determining whether to grant the leave the VILLAGE will give consideration to the nature of the purpose for which the leave of absence was requested, the effect of the employee's absence on Departmental operation and what it believes to be in the best interests of the community.

b) An employee granted a leave of absence in accordance with the provisions of Paragraph 16.09 a) will be reinstated, upon expiration of the approved leave of absence, to the position the employee held at the time the leave was granted, unless circumstances have so changed as not to permit or so as to make unreasonable the employee being restored to the same position, in which event the employee will be reinstated to a position as similar in status to the employee's former position as is available. Upon advance notification, the VILLAGE will grant a leave of absence to a maximum of two (2) years to any member of the bargaining unit elected or appointed to an officer position in the International Union affiliation.

c) Failure of an employee to report for work immediately upon the conclusion of the employee's approved leave of absence, or acceptance of other employment while on leave of absence, shall be considered cause for termination.

ARTICLE 17 – INSURANCE

17.01 Health Insurance

a) The Village shall implement and maintain the group medical and hospital plan including the dental plan and the insurance benefits set forth in Appendix "F" attached hereto and made a part hereof.

b) "Cadillac Tax" Mid-Term Negotiations and Arbitration

Notwithstanding other provisions of Section 17.01, in the event the Village's health insurance provisions fail to meet the requirements of the Affordable Care Act and its regulations, or cause the Village to likely be subject to penalty, tax or fine, the Union and the Village will meet upon the request of the other, at least 180 days prior to the next years enrollment period, to bargain over an alternative provision so as to comply with the provisions of the "Cadillac Tax." The intent of the bargaining will be specific to the provisions of the Cadillac Tax in an attempt to avoid any penalties, taxes or fines imposed on the plan or a party.

If both sides cannot come to a mutual agreement on the costs and benefits for the following year's plan within thirty (30) days of their first meeting, then either side has the right to utilize interest arbitration per Section 14 of the IPLRA. The parties further agree that if the "Cadillac Tax" is abolished, this Section will immediately sunset.

Regardless of premium costs, employee contributions shall not increase by more than ten (10) percent in any given year (July 1 – June 30). Open enrollment shall commence November or December. For the PPO plan, employees shall continue to contribute thirteen percent (13%) of health premium costs and, effective May 1, 2024, fourteen percent (14%) of health premium costs which shall be deducted from the employee's paycheck. For the HMO plan, employees shall continue to contribute ten percent (10%) of health premium costs and, effective May 1, 2024, fourteen percent (14%) of health premium costs which shall be deducted from the employee's paycheck.

c) Effective January 1, 1993, the VILLAGE shall implement and maintain the Village of Northbrook Flexible Benefit Plan. Such Plan is incorporated herein by reference and made a part hereof. A summary of said Plan shall be provided to each employee annually. During the period this Agreement is in effect, the Plan, and its terms and conditions, may not be terminated or changed without the mutual agreement of the parties to this Agreement, notwithstanding Sections 10.03 and 10.04 or any

other provisions of the Plan with the exception of Section 10.02. Additionally, the VILLAGE represents that this Plan is a qualified plan under, and meets the requirements of, Internal Revenue Code Section 125. It is further understood and agree, that irrespective of employee participation in such Plan, pension contributions, hourly rates and other pay and fringe benefits under this Agreement shall be based upon the salary schedules set form in this Agreement.

d) Voluntary Discontinuation Bonus, effective January 1, 2007, employees who voluntarily elect to discontinue their participation in the VILLAGE health plan for a period of one year shall receive a onetime bonus payment (less applicable withholding) of \$2,000. Eligible employees shall provide evidence of coverage in another health insurance plan at the time of notifying the VILLAGE of their intent to discontinue VILLAGE health coverage. Should such employee lose coverage mid-year due to an eligible life status change, such employee shall be allowed to reenroll in VILLAGE coverage by paying the VILLAGE a prorated portion of the discontinuation bonus. Employees shall be allowed to reenroll each year during the annual open enrollment with no restrictions on preexisting conditions provided they submit evidence of prior creditable health coverage. The Voluntary Discontinuation Bonus shall be in effect from January 1, 2007, to December 31, 2007. Subsequent year continuation of this program shall be at VILLAGE discretion.

e) The VILLAGE shall pay the full cost of the employee dental insurance premium and/or thirty-five (35%) of the family dental premium.

17.02 Life Insurance Benefit The VILLAGE agrees to continue to provide term life insurance on a group basis equal to one- and one-half times ($1\frac{1}{2} \times$) the nearest even \$1,000 increment of the employee's annual base salary and to pay the cost of said coverage so long as the employee continues to be employed by the VILLAGE. The life insurance benefit shall continue to include accidental death and dismemberment coverage.

17.03 Continuation of Coverage Employees who qualify for retirement, including disability retirement, and who retire from full-time service with the Fire Department shall be allowed to continue their coverage under the group medical and hospital benefit program by assuming at their own expense a monthly cost of equal to the expense of the health insurance program for the retiree and for all eligible dependents of the retiree. Employees eligible for retirement will continue to be eligible for hospital and medical benefits applicable to any non-work-related claim incident which occurred during their period of active full-time employment regardless of their decision to participate or refrain from participating in the VILLAGE's program. Surviving spouses of employees' eligible for pension benefits shall be eligible to participate in the VILLAGE's group medical and hospital benefit program on the same basis as retired employees as provided in this paragraph. If the retired employee or any dependent becomes eligible for coverage under any other employer's group health insurance program providing standard major medical benefits, the VILLAGE's policy shall be secondary to the other group policy for all individuals eligible for such alternate group coverage. In this case, provided the retired employee maintains his Village coverage by payment of his premiums, his spouse and/or eligible dependent(s) with alternative coverage may drop Village coverage and, upon loss of such coverage, may reenroll in Village coverage within (30) days, or during any open enrollment period, with no penalty. In the event, however, a retired employee becomes eligible for group health insurance coverage by reason of the employment benefits of his spouse, the VILLAGE program shall be primary as to the retiree only, provided full premiums are continuously paid for that individual. Retirees who reach the age of 65 and become eligible for Medicare and who wish to remain on the Village's group health plan must enroll in Medicare Part A and Part B. The Village plan will pay secondary to Medicare coverage and the Employee will pay a lesser premium that accounts for Medicare being the primary coverage.

17.04 VILLAGE Liability Limited It is agreed that the extent of the VILLAGE's obligation under Paragraphs 17.01, and 17.02 of this Article is limited solely to the payment of the cost of the insurance

program provided thereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the VILLAGE nor the ASSOCIATION shall themselves be obligated to pay any insurance benefits provided for in said Paragraphs of this Article directly to employees or their dependents or beneficiaries.

17.05 Death Benefit In the event a non-probationary employee dies while actively employed (i.e. not on a disability or other pension) the VILLAGE shall pay one month's pay to the employee's designated beneficiary or to the employee's estate. Such payment shall be in addition to all other benefits and is irrespective of the cause of death. Probationary employees will be paid this benefit if they die while on duty.

17.06 PSEBA Benefits For PSEBA benefits, the current "basic level" medical insurance plan shall be the HMO insurance plan set forth in Appendix F-1 of the collective bargaining agreement. The Village reserves the right to annually designate any health plan that is included in the collective bargaining agreement as the "basic plan." Basic health insurance coverage under the Act does not include any supplemental coverage such as health insurance above the basic health insurance plan, dental insurance, vision insurance, or life insurance. If such supplemental coverage(s) are available, they may be continued by the eligible recipient at his/her own cost.

Members eligible for individual or family PSEBA benefits shall have the option to select any medical benefits plan offered by the Village to active bargaining unit employees. Members eligible for individual or family PSEBA benefits that choose a plan other than the Village's identified "basic level" medical insurance plan shall pay the full cost difference of monthly premium between the plan chosen and the "basic level" plan. Such additional monthly premium shall be directly deducted from the member's pension benefits. Individuals eligible to receive benefits under PSEBA will be able to change from one plan to another during the Village's Open Enrollment Period.

ARTICLE 18 – PENSIONS

18.01 Pensions During the term of this Agreement employees shall continue to participate in the Firemen's Pension Fund in accordance with and subject to the statutes of the State of Illinois now applicable or as they may hereafter be amended.

18.02 Healthcare Funding (RHF) At the request of the Union, Village will exercise reasonable efforts to implement a Retirement Healthcare Funding (RHF) plan for use upon retirement for eligible health-related expenses as allowed by the Internal Revenue Service. The Village shall be responsible for selecting the RHF plan administrator on or before September 1, 2023. The Village will present to the Union for final review plan administrator selection on or before August 1, 2023, inclusive of all set-up costs and in the event the Union objects to the plan administrator selected by the Village, the Village will not proceed with implementation of the RHF plan during the term of this contract. The Union will be responsible for setting the employee contribution formula(s) into this fund which shall be revised no more frequently than annually. These withholdings shall be withheld from employee compensation and paid by the Village on behalf of each contributing employee into the RHF account according to the terms of the RHF plan. It is specifically understood and agreed that the Village shall have no obligation to contribute any monies to the RHF Plan on behalf of any or all bargaining unit employees nor any obligation to pay any plan expenses including set up costs.

ARTICLE 19 – UNIFORM ALLOWANCE

19.01 Uniform Allowance The VILLAGE agrees to furnish a Work Uniform to each employee newly hired into a uniformed position all as more fully set forth in Appendix "C" attached hereto and made a part hereof. Thereafter, beginning with the second year of employment in such a position, the VILLAGE will provide an annual allowance for needed uniform replacements based upon 50% of the cost of an initial uniform issue which is computed on an annual basis and provided to the members.

19.02 Protective Clothing The VILLAGE shall also provide protective clothing and equipment from a schedule to be recommended by the Department Safety Committee and approved by the Fire Chief.

Meetings shall be held on the request of either the Safety Committee or the Fire Chief.

19.03 Quartermaster Procedure The VILLAGE agrees to standardize the clothing issue procedures to provide for the adoption of a "quartermaster" procedure in which it is anticipated items will be ordered four times per fiscal year during the months of May, August, November and February. Requests must be received by the first of the month in which they are to be ordered. Access to warehouse goods shall be on an emergency basis as approved by the Fire Chief.

ARTICLE 20 – INDEMNIFICATION

20.01 Indemnification The VILLAGE agrees it will indemnify and hold harmless, and will provide necessary legal representation for an employee covered by this Agreement for damages resulting from any civil, criminal or administrative cause of action against the employee for acts, other than acts constituting a willful violation of a statute or ordinance, performed by the employee while acting within the regular scope of his/her duties as a fire fighter, fire fighter paramedic, fire lieutenant or regular engineer driver provided, as a condition to receiving such indemnification, the employee shall fully cooperate with the VILLAGE and its representatives during the course of the investigation, administration, or litigation of any such claim or cause of action covered by this provision.

This section shall not apply to providing defense or indemnification to any such employee in any such action, suit or proceeding instituted by or on behalf of the VILLAGE against such employee.

ARTICLE 21 – MISCELLANEOUS

21.01 Labor Management Meetings Meetings between the Village Manager, or their designee, together with other representatives of management, and representatives of the ASSOCIATION shall be held to discuss safety, equipment status and need, manpower requirements and employee physical

fitness programs. Such labor-management meeting shall be held at 6-month intervals or additionally as determined by the Chief. Any positive results of such discussion will be made effective by an amendment of applicable rules and regulations and/or personnel manuals or by other administrative directive. It is agreed, however, that any matter discussed but not agreed upon will not be taken up as a grievance or under any circumstances be processed through the grievance arbitration procedure.

In addition to the above, the Village and the Union shall meet semi-annually, upon request, or more frequently if mutually agreed, to discuss issues related to insurance (including various insurance options), scheduling, and other workplace issues of mutual interest.

21.02 ASSOCIATION Participation in Rule Making The VILLAGE agrees to consider written suggestions from the ASSOCIATION for changes and/or additions to present Rules and Regulations of the Fire Department.

21.03 Meeting with the Village Manager Meeting with the Village Manager and ASSOCIATION officers may be held upon request by either party, provided that the Fire Chief is notified before such meeting takes place.

21.04 Inoculations The VILLAGE shall administer or provide, at VILLAGE expense, a Hepatitis B Virus (HBV) Inoculation Series to all employees. The VILLAGE shall administer or provide a verification test of successful inoculation to any employee that receives the inoculation series, and any additional inoculations necessary.

21.05 Communicable Diseases Upon notification that an employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee shall be notified as soon as possible of such by the VILLAGE, and the employee and members of the employee's family shall be granted, at the VILLAGE's expense, medically necessary tests and/or screenings, and prophylactic treatment.

21.06 Use of Personal Vehicle When authorized to use his/her personal vehicle, the employee shall be reimbursed at a rate equal to the current IRS auto mileage rate (or other mutually agreed reimbursement). The employee's vehicle insurance will be the primary insurance for the vehicle. The Village shall provide secondary liability coverage on such employee's vehicle to the same coverage limit levels provided on Village vehicles. Such Village coverage shall be limited to the period of time in which the vehicle is employed in Village service.

Should the employee incur an expense in an accident beyond their vehicle insurance coverage, such as a deductible, the Village will reimburse the expense up to \$1000, except in events of gross negligence. This clause relating to reimbursement will sunset on April 30, 2028.

21.07 Physical Fitness and Wellness Incentive The Association and Fire Administration will adopt or design a mutually agreeable fitness test to be conducted annually, on a voluntary basis, to all bargaining unit employees. The testing time frame shall be for a two consecutive month period. When the testing time frame is open and an employee is off duty due to an on-the-job injury during the entire duration of the testing period and the employee returns to work within 3 months of the testing period, the employee may test within 30 days of his/her return.

Prior to participating in the annual Physical Fitness Test:

a) Employees must participate in a Physical Examination and obtain a medical clearance from their personal physician. Such Physical Examination is subject to the provisions of the employee's health insurance plan.

b) Fitness testing will be conducted while on duty. Since the fitness testing is done on a voluntary basis, no overtime will be paid to participating firefighting personnel.

i) Testing will be administered by a department officer or acting company officer who is acting as a company officer at the time of the test.

- ii) Fitness testing will be administered on Pass/Fail basis. Standards are established according to sex and age. Passing scores must be obtained in each of the areas of testing. Members must pass the Fitness Test in a calendar year to qualify for incentive bonuses. Bonuses will be distributed within 30 days following completion of the test.
- iii) Medical requirements for participating in testing:
 - (a) A physician's referral is required prior to initial participation and every year thereafter.
 - (b) At the time of testing, resting pulse and blood pressure will be measured. Any member with a resting pulse of over 90, or blood pressure of 150/90 or greater will be prohibited from participating. Tests are given only once each year.
 - (c) Participants failing the Fitness Test will require medical clearance prior to participation in subsequent tests.
 - (d) The Department will test for the following:
 - Muscular endurance
 - Flexibility
 - Absolute strength
 - Cardiovascular capacity
 - (e) Incentives: Upon successfully passing the Fitness Test, firefighting personnel shall receive: \$800.00 bonus

21.08 Physical Fitness Program The VILLAGE shall establish a reasonable wellness-fitness program, which may include individualized and departmental goals. While employees may be required to participate in any such program as part of their routine work duties, no employee will be disciplined for

failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals and is able to meet reasonable, job-related, job-required, minimum physical fitness standards as established by the VILLAGE. Before any such program is implemented or standards established, the VILLAGE shall review and discuss the program and/or standards at a meeting with the ASSOCIATION and incorporate reasonable ASSOCIATION suggestions into the program or regarding any standards. Any dispute regarding the program or any standards shall be subject to the grievance arbitration procedure except disputes related to discipline as provided in Article 8. Upon request by either party to the other, such program or standards shall be reviewed from time to time by the parties.

21.09 Educational Reimbursement

- a) The VILLAGE shall provide reimbursement for the cost of tuition, fees, labs, books and supplies for non-probationary employees for personal course work in accredited programs and educational institutions under the following conditions:
 - i) The employee must have pre-approval of the Fire Chief and the Village Manager, or their respective designees, which approval shall not be unreasonably denied.
 - ii) The course shall be job-related (for example, the study of fire science).
 - iii) The employee must receive a grade of at least:
 - (a) C in an alphabetical system
 - (b) 70 out of 100 in a numeric system
 - (c) Pass in a pass/fail system
 - iv) The amount reimbursed for fees and tuition shall not exceed the nearest equivalent amount at the University of Illinois.
 - v) Reimbursement shall be made upon course completion.
 - vi) Reimbursement shall not be paid for any amount paid from an alternate funding source.

b) The VILLAGE shall provide reimbursement for program course work for an associate, bachelor, and/or advanced degree under terms no less favorable to employees than those in effect under Village SOP 11-047 Employee Training & Development.

21.10 Lost or Damaged Personal Property. In the event any item of personal property is lost or damaged during the course of an employee's duties while the employee is exercising due care and caution under the circumstances, the VILLAGE will reimburse the employee for the repair or replacement of such item(s). Reimbursement shall be limited to a maximum amount of \$100; provided the incident and the amount of the loss or damage is reported to the Fire Chief, who shall, in the exercise of reasonable judgment, determine whether or not the loss or damage occurred in the course of the employee's duties while the employee was exercising reasonable care and caution under the circumstances. In the event that the loss or damage is determined not to be in the course of employment or due to the employee's negligence or as a result of ordinary wear, no reimbursement shall be made. Reimbursement in excess of this amount may be approved by the Village Manager, which approval shall not unreasonably be denied.

21.11 Drug/Alcohol Program The agreement regarding the drug/alcohol program is a part hereof and attached hereto as Appendix "E".

21.12 Designated Smoking Area In the interest of maintaining healthful working conditions and employee health, employees are encouraged not to smoke. Probationary employees shall not smoke at any time for the duration of their probation. The Union may grieve the question of fact as to whether the probationary employee did smoke during the period of probation but not the penalty imposed if the probationary employee is found to have smoked during the probationary period. Employees who smoke shall restrict smoking to designated smoking areas in accordance with VILLAGE Ordinance 06-60.

21.13 Retirement Notice Incentive Employees who have at least 20 years of combined service with the Village of Northbrook and are eligible to retire, provide the Village with 6 months notice of their

intention to retire, and work all scheduled shifts with the exception all regularly scheduled leave and seventy-two (72) hours of sick time during the notice period will receive an additional five thousand dollars (\$5,000.00) after their retirement day in the paycheck containing the pay out of all other benefit time. Should the employee change his/her notice date, they will not be eligible for the incentive.

ARTICLE 22 – NO BARGAINING DURING TERM

22.01 Agreement This Agreement, reached through good faith collective bargaining, constitutes the entire agreement between the parties. The parties agree, therefore, that for the term hereof except for the provisions of Paragraph 24.01, this concludes all collective bargaining between them, and each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obligated to bargain regarding any subject or matter, whether or not referred to or covered in this Agreement, and whether or not such subject or matter was within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement.

ARTICLE 23 – SAVINGS CLAUSE

23.01 Clause If, by reason of any action by the appropriate legislative or judicial authority, any provision of this Agreement becomes, or is declared to be, unlawful or unenforceable, the other provisions shall remain in full force and effect for the term hereof. The parties agree to meet and negotiate on any provision so declared unlawful or unenforceable.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Term This Agreement shall become effective on the day it is signed by both parties and shall remain in full force and effect to and including April 30, 2028. After April 30, 2028, and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for further period of one (1) year unless either party gives written notice of a desire to modify, amend or terminate this

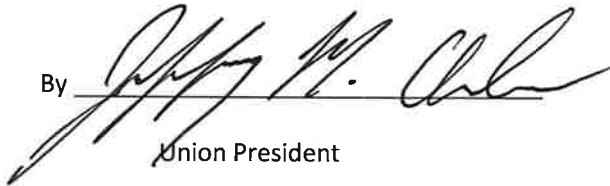
Agreement at least sixty (60) days prior to April 30, 2028, or prior to the end of any yearly period thereafter.

24.02 Initiation of Negotiations Negotiations concerning modifications or amendments of this Agreement shall begin as soon as practicable after the receipt of the notice of a desire to modify or amend and shall be subject to the provisions of the Illinois Public Employee Labor Relations Act.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives on this 11 day of June, 2025

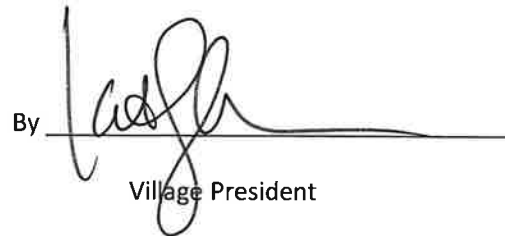
NORTHBROOK PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL NO. 1894

By


Union President

VILLAGE OF NORTHBROOK

By


Village President

APPENDIX LIST

APPENDIX A – MEMBERSHIP DUES

TO: VILLAGE OF NORTHBROOK

You are hereby authorized and directed to deduct from my salary each month the regular monthly membership dues of the *NORTHBROOK PROFESSIONAL FIREFIGHTERS' ASSOCIATION*.

Such dues deductions shall be remitted by you by check to the Treasurer of the Association within fifteen (15) days after deduction is made.

This authorization and assignment may be revoked by me on or after the termination date of the Agreement between the Village and the Association or one (1) year, whichever is the lesser. However, thereafter it shall automatically renew itself for successive yearly or applicable Agreement periods, whichever is the lesser, unless revoked by me within twenty (20) days after the close of any irrevocable period.

Employee _____

Date _____

APPENDIX B-1 Pay Schedule – Firefighter, Firefighter/Paramedic, Engineer Driver Paramedic

Effective 5/1/2025 - 3.75% Increase				
		Firefighter	Firefighter Paramedic	Engineer Driver Paramedic
Starting		\$ 79,621.6338	\$ 86,605.8873	\$ 86,605.8873
1 Year		\$ 85,738.7612	\$ 92,817.3450	\$ 92,817.3450
End of Probation		\$ 90,968.2427	\$ 98,364.8752	\$ 98,364.8752
2 Years		\$ 97,460.7530	\$ 104,872.2039	\$ 104,872.2039
3 Years		\$ 103,953.2633	\$ 111,379.5325	\$ 111,379.5325
4 Years		\$ 110,445.7737	\$ 117,886.8611	\$ 117,886.8611
5 Years		\$ 117,530.4293	\$ 124,394.1261	\$ 124,394.1261
84 Months	Longevity	\$ 118,122.9281	\$ 124,986.6249	\$ 124,986.6249
120 Months		\$ 118,714.8968	\$ 125,578.5935	\$ 125,578.5935
180 Months		\$ 119,307.0422	\$ 126,170.7389	\$ 126,170.7389
240 Months		\$ 119,899.1876	\$ 126,762.8844	\$ 126,762.8844

Effective 5/1/2026 - 3.75% Increase (plus .25% wage Adjustment)				
		Firefighter	Firefighter Paramedic	Engineer Driver Paramedic
Starting		\$ 82,806.4992	\$ 90,070.1228	\$ 90,070.1228
Year 1		\$ 89,168.3116	\$ 96,530.0388	\$ 96,530.0388
End of Probation		\$ 94,606.9724	\$ 102,299.4702	\$ 102,299.4702
2 Years		\$ 101,359.1831	\$ 109,067.0921	\$ 109,067.0921
3 Years		\$ 108,111.3939	\$ 115,834.7138	\$ 115,834.7138
4 Years		\$ 114,863.6046	\$ 122,602.3356	\$ 122,602.3356
5 Years		\$ 122,231.6465	\$ 129,369.8911	\$ 129,369.8911
84 Months	Longevity	\$ 122,847.8453	\$ 129,986.0899	\$ 129,986.0899
120 Months		\$ 123,463.4926	\$ 130,601.7372	\$ 130,601.7372
180 Months		\$ 124,079.3239	\$ 131,217.5685	\$ 131,217.5685
240 Months		\$ 124,695.1551	\$ 131,833.3997	\$ 131,833.3997

Effective 5/1/2027 - 4% Increase				
		Firefighter	Firefighter Paramedic	Engineer Driver Paramedic
Starting		\$ 86,118.7592	\$ 93,672.9277	\$ 93,672.9277
Year 1		\$ 92,735.0441	\$ 100,391.2403	\$ 100,391.2403
End of Probation		\$ 98,391.2513	\$ 106,391.4491	\$ 106,391.4491
2 Years		\$ 105,413.5504	\$ 113,429.7757	\$ 113,429.7757
3 Years		\$ 112,435.8496	\$ 120,468.1023	\$ 120,468.1023
4 Years		\$ 119,458.1488	\$ 127,506.4290	\$ 127,506.4290
5 Years		\$ 127,120.9124	\$ 134,544.6868	\$ 134,544.6868
84 Months	Longevity	\$ 127,761.7591	\$ 135,185.5335	\$ 135,185.5335
120 Months		\$ 128,402.0323	\$ 135,825.8067	\$ 135,825.8067
180 Months		\$ 129,042.4968	\$ 136,466.2712	\$ 136,466.2712
240 Months		\$ 129,682.9613	\$ 137,106.7357	\$ 137,106.7357

At any time an employee in the unit is requested by supervisory direction to take charge of a company and to exercise the duties and responsibilities of one in charge, that employee will be compensated at the hourly rate of that current hourly pay rate of a Lieutenant Paramedic at the 1 year step in half-hour increments.

APPENDIX B-2 Pay Schedule – Lieutenant Paramedic

Effective 5/1/2025 - 3.75% Increase		
		Lieutenant Paramedic
Starting		\$ 128,535.0674
6 Months		\$ 134,775.9039
1 Year		\$ 141,016.7403
60 Months	Longevity	\$ 141,608.8857
84 Months		\$ 142,201.3845
120 Months		\$ 142,793.3531
180 Months		\$ 143,385.4986
240 Months		\$ 143,977.6440

Effective 5/1/2026 - 3.75% Increase (plus .25% wage Adjustment)		
		Lieutenant Paramedic
Starting		\$ 133,676.4701
6 Months		\$ 140,166.9401
1 Year		\$ 146,657.4099
60 Months	Longevity	\$ 147,273.2411
84 Months		\$ 147,889.4399
120 Months		\$ 148,505.0873
180 Months		\$ 149,120.9185
240 Months		\$ 149,736.7498

Effective 5/1/2027 - 4% Increase		
		Lieutenant Paramedic
Starting		\$ 139,023.5289
6 Months		\$ 145,773.6177
1 Year		\$ 152,523.7063
60 Months	Longevity	\$ 153,164.1708
84 Months		\$ 153,805.0175
120 Months		\$ 154,445.2908
180 Months		\$ 155,085.7553
240 Months		\$ 155,726.2197

At any time an employee in the unit is requested by supervisory direction to take charge of a company and to exercise the duties and responsibilities of one in charge, that employee will be compensated at the hourly rate of that current hourly pay rate of a Lieutenant Paramedic at the 1 year step in half-hour increments.

APPENDIX C – Clothing Allowance

New recruit Fire Fighters are provided, at VILLAGE expense, with the following Work Uniform items within the first six (6) months of employment:

WORK UNIFORM

- 1 Cap (baseball)
- 4 Polo shirts
- 2 Utility shirts
- 6 Pair trousers (blue)
- 1 Belt (black)
- 1 Pair shoes (black)
- 6 Pair socks (dark)
- 1 Jacket (winter weight)
- 6 T-shirts
- 1 Badge
- 1 Pair steel toe & heeled boots

PROTECTIVE CLOTHING AND EQUIPMENT

The schedule of protective clothing and equipment recommended by the Department Safety Committee and as approved by the Fire Chief, to be required to protect emergency personnel and facilitate their efficient and effective execution of suppression and other emergency response duties, and as may be periodically revised, is hereby incorporated into this Agreement by reference.

Except as specifically revised by the Safety Committee and approved by the Fire Chief the equipment shall include:

- 1 SCBA mask
- 1 Helmet with eye shield
- 2 Helmet shields
- 1 Nomex Hood
- 1 Bunker coat
- 1 Bunker pants
- 1 Bunker gear harness or gut belt
- 2 Pair fire protective gloves
- 1 Pair bunker boots
- 1 Pair suspenders

- 1 Pair extrication gloves
- 2 Pair work gloves
- 1 Right angle light
- 2 Pair safety glasses
(lens to prescription
supplied by employee and
subject to Village supplier
options)
- 1 25 ft. webbing
- 1 Locking carabiner
- 1 Wire-cutting tool
- 8 Passport tags
- 1 Gear bag
- 1 Helmet Light

The annual allowance for Work Uniform expense is meant to cover replacement and/or increased item quantity as necessary to ensure neat, well-groomed duty appearance at all times. Instances of damage and/or soiling of the Work Uniform as a result of a specific duty involvement will be repaired, replaced or cleaned at VILLAGE expense. Acceptance of such VILLAGE responsibility will be by the Fire Fighter's immediate supervisor as soon after the duty involvement as is reasonable.

The Fire Chief shall determine individual need for items of Protective Clothing and Equipment in relation to the normal duty assignments of individual personnel.

All individual uniform requests are submitted, reviewed and approved by the Fire Chief. If terminated for any reason, all uniform clothing in the possession of the terminated employee may be reclaimed by the VILLAGE. Such reclaimed uniform items will be used first to equip new personnel and second to maintain uniform complements.

The Village shall issue and maintain a dress uniform, the cost of which shall not be included in the computation of the uniform allowance, consisting of:

- Dress cap
- Dress cap badge
- Dress blouse
- Dress pants
- White dress shirt
- Tie - clip on
- Badge
- 2 Nameplates

APPENDIX D – Grievance Form

Page 1

Northbrook Professional Firefighters Association Local 1894 of the International Association of
Firefighters and the Village of Northbrook, Illinois

GRIEVANCE FORM

No. _____

TO: Fire Chief, Village of Northbrook

FROM: Name _____ Employee # _____ Rank _____

DUTY ASSIGNMENT: Station # _____ Company _____

Submit the following grievance which occurred on: Date: _____

As a violation of agreement provision: _____

The facts pertaining to said grievance are as follows: _____

Suggested correction: _____

Signature (Association Representative) Date

Signature (Employee)

Date

Page 2

No. _____

[illegible]

Signature (Employee)	Date
----------------------	------

GRIEVANCE FORM ATTACHMENT**page 3**

First Step: Within 7 business days to: _____ Date: _____

Company Officer

Association representative present: Yes _____ No _____

(7 business days) extension granted: Yes _____ No _____ Date: _____

Resolved Unsatisfactory or No Response Date: _____

Second Step: Within 7 business days to _____ Date: _____

Shift Commander

Association representative present: Yes _____ No _____

(7 business days) extension granted: Yes _____ No _____ Date _____

Resolved Unsatisfactory or No response Date: _____

Third Step: Within 7 business days to _____ Date _____

Fire Chief

Association representative present: Yes _____ No _____

(7 business days) extension granted: Yes _____ No _____ Date _____

Resolved Unsatisfactory or No response Date: _____

Fourth Step: Within 7 business days to _____ Date: _____

Village Manager

Association representative present: Yes _____ No _____

(14 business days) extension granted: Yes _____ No _____ Date: _____

Resolved Unsatisfactory or No response Date: _____

Arbitration: Certified mail within 21 calendar days: Date: _____

Submitted by: Village of Northbrook

Firefighter Association

Arbitrator selected: _____ Date: _____

Name

Resolved: _____ Date: _____

APPENDIX E – Alcohol/Drug Use

A G R E E M E N T

This Agreement made and entered into by and between the Village of Northbrook (Village or Employer) and Northbrook Professional Firefighters Association, Local 1894 and the Northbrook Police Association.

Section 1. ALCOHOL/DRUG ABUSE POLICY

The Village recognizes every individual's right to privacy and will not without necessity infringe upon the personal lives of employees. However, the Village also recognizes it has an obligation to maintain a workplace free of alcohol and controlled substance abuse and their effects. The unauthorized use, sale or possession of alcohol or illegal drugs on the job will not be permitted.

Section 2. EMPLOYEE ASSISTANCE PROGRAM

The Village has adopted (and shall maintain or provide access to an equivalent) an Employee Assistance Program, as a practical and constructive mechanism for dealing with employees' personal problems which affect the work situation or as an aid to those employees and their immediate family members who voluntarily wish to use the program as a means of resolving personal problems. Such program, among other things, is to assist employees who may suffer from alcoholism or drug dependency or other problems which are in need of treatment.

Section 3. EMPLOYEE TESTING

a. An employee may be directed to participate in a test to determine the presence of alcohol or controlled substance in the event there are reasonable grounds based upon an observation and/or objective criteria by at least two department supervisors--or if two within the department are not reasonably available, by one department supervisor and one other supervisor from the police department if the employee is a firefighter or one department supervisor and one other supervisor from the fire department if the employee is a police officer--that the employee may be unfit for duty as a result of the use of alcohol or a controlled substance.

b. An order to take a test shall be in writing and accompanied by a copy of this Section. The written order shall state the employee is believed to be under the influence of a controlled substance or alcohol, state the grounds for such belief, specify the date and the time and be signed by two department supervisors or by one department supervisor and witnessed by one other supervisor from the police department if the employee is a firefighter or from the fire department if the employee is a police officer. A "hunch" or other such subjective opinion cannot be considered "reasonable." The Village will not use random testing. Reasonable grounds may also arise (but are not limited to) as a result of the following:

1. Bragging or frequent discussions about drinking or other substance abuse, especially when coupled with other indicators such as a sloppy and unprofessional appearance, and unusual irritability.

2. The aroma (on breath or person) of alcoholic beverage, marijuana or other controlled substance.

3. Accidents resulting in property loss or an injury to the employee or others. Testing shall not be ordered where the on-duty Command Officer reasonably determines the accident is not the employee's fault or not related to drug or alcohol use.

4. Uncoordinated physical actions inconsistent with previously observed skill levels. Examples would include unsteady gait, diminished hand/eye coordination, balance problems, inability to articulate verbally, tone and volume of speech, etc.

c. An employee who is ordered to be tested pursuant to the provisions of subparagraphs a. and b. and who without proper justification refuses such order shall be subject to discipline.

d. 1 An employee may grieve the order to be tested, any discipline invoked for refusal to be tested and or the results of any testing or subsequent Employer action relating thereto in the same manner as the employee may grieve or appeal from any other Employer action.

2 It is further provided that an employee ordered to submit to a test shall have the right to consult with an Association representative before submitting to the test and the right to the presence of an Association representative at the time of and during the test; except, however, if no representative is available within 30 minutes of the order, the employee may select another employee of the same classification in substitution for the Association representative.

e. The test or tests to be given shall be appropriate to the circumstances and:

1. Any breath alcohol analysis shall be by means of a state certified breath testing instrument operated by a state certified operator and shall be performed in accordance with standards and procedures as set forth and issued by the State of Illinois Department of Public Health.

2. Collection of blood and urine specimens and analysis of blood and urine specimens shall be performed in accordance with standards and procedures as set forth and issued by the State of Illinois Department of Public Health. Specimens shall be collected in a manner to preserve the dignity of the individual, the integrity of the sample and the chain of custody. Analysis shall be performed by a laboratory certified by the State Board of Public Health for that purpose and possessing a valid permit issued by the Department of Public Health for that purpose. Certified methods of analysis shall be used.

3. Regardless of the test selected in Paragraphs 1 and/or 2 above, a positive result shall be based on the cut-off standards utilized by the Northern Illinois Police Crime Laboratory on the effective date of this Agreement and a positive blood or urine test shall also be verified by means of gas chromatography - mass spectrophotometry (gc/ms).

4. Whenever a specimen is taken, as required in Paragraph 2 above, a second specimen shall be retained at the testing laboratory for possible confirmatory testing at a laboratory of the employee's choice and at the employee's expense if it is deemed necessary by the employee. The untested specimen shall be retained for 6 months when a positive test result is found. If the employee who tests positive does not exercise the right to have the untested specimen re-analyzed during this 6-month period, it will be assumed that the employee does not wish to exercise such right and the untested sample will be disposed of.

All test results shall be recorded in writing along with such other information as is required to assure the tests were properly conducted (including but not limited to hard copy of test results).

5. Because drugs taken for therapeutic reasons may interfere with a test, before any test the employee shall be given the opportunity to list any drugs taken in the last 2 weeks, whether taken by prescription and the prescribing doctor, or other reason. For this purpose, the form attached as Exhibit A or similar shall be used.

6. No test performed without adherence to this Paragraph "e" shall be considered valid.

Section 4. NEGATIVE TEST RESULT

If the test results are negative, the employee shall be compensated for all time directly attributable to the order to take the test or directly attributable to the testing, including compensation at the appropriate overtime rate for all time in excess of the employee's work schedule.

Section 5. POSITIVE TEST RESULT

If the test results establish the presence of alcohol or other presence of any controlled substance, the employee shall not be compensated for the time directly attributable to the order to take the test or directly attributable to the testing and will be placed on uncompensated off duty status for the remainder of his shift, except that at the employee's option, the employee may use accumulated paid leave time (except sick leave).

Section 6. REFERRAL AND PARTICIPATION OF EMPLOYEE IN E.A.P.

In the event of a positive test result as set forth in Section 5, the Employer shall refer the Employee to the Employee Assistance Program for evaluation and therapeutic referral.

a. In case the employee refuses such referral, or upon referral refuses to participate in recommended therapy, discipline may be imposed.

b. No discipline will be imposed as long as the referred employee is evaluated and continues to pursue any recommended therapy and no further incidents occur. This does not prevent the Village from disciplining an employee when personal injury or property damage is incurred from the use of drugs or alcohol.

1. If a subsequent incident occurs while the employee is participating in a recommended program of therapy, progressive discipline may be applied as appropriate to the circumstances.

2. If a subsequent incident occurs and the employee is not cooperating in the recommended therapy, the employee may be subject to discipline including discharge.

c. An incident (including but not limited to any accusation, order to be tested, negative or positive test result, E.A.P. referral, discipline, etc.) recorded in an employee's personnel file shall be expunged within 3 years after such incident if no further incident occurs within such period.

d. It is understood that referred employees shall have the right to evaluation and/or a program of therapy by an agency not connected with the Village, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and if approved by the Village, which approval shall not unreasonably be withheld. It is further understood that without any referral, an employee may voluntarily participate in the Village's Employee Assistance Program or in a program of an outside agency.

e. Participants in the Village's E.A.P. or in a program of an outside agency with personnel trained in the handling and treatment of drug and alcohol abuse shall have the costs of such program paid by the Village to the extent such costs are covered by the Village's health and welfare program.

f. An employee's evaluation by or participation in the Village's E.A.P. shall be strictly confidential, and no information shall be communicated, except whether a referred employee made and/or kept a referral appointment, whether a referred employee is not satisfactorily participating in any E.A.P. recommended program and whether such employee will require time away from work and except as authorized by an employee's signed consent and as may be required by state and federal law. Such information shall only be communicated to the department Chief, Acting Chief or referring supervisor, if any, each of whom shall hold such information strictly confidential.

Section 7. INDIVIDUAL RIGHTS - ASSOCIATION HELD HARMLESS

a. This Agreement is not intended and shall not be deemed to waive the federal or state constitutional rights of any employee.

b. The Village agrees it will defend, indemnify and hold harmless the Police and/or Fire Association in any civil cause of action or lawsuit from any and all claims, allegations, liability, damages or costs arising from the administration or application of this Agreement by Village supervisory personnel or higher Village authority. As a condition of the Village's assumption of the Police and/or Fire Association's defense in any such cause of action or lawsuit, the Police and/or Fire Association shall fully cooperate with the Village and its representatives during any investigation or lawsuit. This Section (b) does not cover causes of action or lawsuits arising from or involving claims or charges against the Association for breach of its duty of fair representation or for any claim or charges against the Association which do not arise out of the administration or application of this Agreement by Village supervisory personnel or higher Village authority.

Section 8.

By entering into this Agreement, the Village of Northbrook does not waive any right it may have to take disciplinary action against a police officer or firefighter who violates reasonable Village rules including rules relating to drug or alcohol use, sale or possession or who are arrested and convicted for off-the-job drug/alcohol activity where such off-duty conduct impairs the employee in performance of work duties or his ability to function with others in the Department or adversely affects the Department's effectiveness in the community. The Association does not waive its right to grieve such disciplinary action or the reasonableness of such rules.

VILLAGE OF NORTHBROOK

IAFF, Local 1894
PRESIDENT





APPENDIX E - EXHIBIT "A"

I, _____ certify that I am taking the following medication for therapeutic reasons:

<u>Name of Medication</u>	<u>Dosage</u>	<u>Last Date & Time Taken</u>	<u>Prescribing Physician</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I hereby authorize my attending physician to release to the Village any and all information needed to confirm the accuracy of the information listed above.

Signature: _____

Date: _____

APPENDIX F – Healthcare Benefits

Medical Plans – All Employees

Benefits	Blue Cross Blue Shield of IL PPO-P36824 & PPO-PB4159	Blue Cross Blue Shield of IL HMOI – H15041	Blue Cross Blue Shield of IL Blue Advantage HMO – B15073
Major Medical Coverage			
Coinsurance			
Network	90%	N/A	N/A
Non-Network	70%		
Deductible			
Network	\$400 individual / \$800 family	N/A	N/A
Non-Network			
Out-of-Pocket (includes deductible)			
Network	\$1,300 individual / \$2,600 family	\$1,500 / \$3,000	\$1,500 / \$3,000
Non-Network	\$3,000 individual / \$6,000 family	N/A	N/A
Physician Services			
Office Visit Copay	\$10 copay	\$10 copay	\$10 copay
Network	100%	100%	100%
Non-Network	Deductible applies, then 70%	N/A	N/A
Hospital Care			
Network	Deductible applies, then 90% with authorization	100%	100%
Non-Network	Deductible applies, then 70% with authorization	N/A	N/A
Hospital Emergency Care			
Network	Deductible applies, then 90%	100% after \$50 copay; waived if admitted	100% after \$50 copay; waived if admitted
Non-Network			
Wellness Care			
Network	100%	\$10 copay, then 100%	\$10 copay, then 100%
Non-Network	Deductible applies, then 70%	N/A	N/A
Other Covered Services			
Network	Deductible applies, then 90%	100% after \$10 copay for office visits where applicable	100% after \$10 copay for office visits where applicable
Non-Network	Deductible applies, then 70%	N/A	N/A
Prescription Drug (administered by Express Scripts)			
Retail (30-day supply)	\$10 generic / \$30 brand name formulary / \$50 non-formulary	\$5 generic / \$10 brand name formulary / \$25 non-formulary	\$5 generic / \$10 brand name formulary / \$25 non-formulary
Mail Order (90-day supply)	\$10 generic / \$30 brand name formulary / \$50 non-formulary	\$5 generic / \$10 brand name formulary / \$25 non-formulary	\$5 generic / \$10 brand name formulary / \$25 non-formulary
Prescription Drug Out-of-Pocket Maximum (network)	\$5,850 individual / \$11,700 family	\$5,650 individual / \$11,300 family	\$5,650 individual / \$11,300 family

Precertification is required prior to all elective admissions. Emergency and Obstetric Admission Notification is required within 2 working days of admittance. If a member elects not to precertify, hospital benefits are reduced by 50%.

This benefit schedule is for illustrative purposes only; please consult benefits booklet for more information. This exhibit in no way replaces the plan document of coverage, which outlines all the plan provisions and legally governs the operation of the plans.

*The Blue Cross Blue Shield Blue Advantage HMO Plan is effective July 1, 2025.

Dental Plan

Benefits	Delta Dental of Illinois	
	PPO* and Premier** Network/ Non-Network***	HMO Coverage
Deductible		
Individual	\$25	N/A
Family	\$75	N/A
Annual Maximum	\$1,500	N/A
Ortho Lifetime Maximum	\$2,000	24 months of active treatment
Type A - Preventive Services Cleanings, fluoride treatment, exams, x-rays, sealants	Deductible waived, reimbursed at 100%	\$0
Type B - Diagnostic/Basic Services Amalgam fillings, oral surgery, periodontics, endodontics	80%	
Amalgam, one surface, (primary or permanent)		\$13
Amalgam, two surfaces, (primary or permanent)		\$22
Type C - Major Services Cast restorations (inlays, onlays, crowns) partial/full dentures, repair of fixed partial dentures, bridgework, stainless steel crowns, denture reline/repair, recementation of crowns, inlays, onlays, bridges	50%	
Endodontics (root canal therapy - anterior)****		\$97
Endodontics (root canal therapy - bicuspid)****		\$119
Endodontics (root canal therapy - molar)****		\$275
Orthodontics Dependent children to age 19, adults not eligible	50%	
Orthodontia (under age 19)		\$2,125
Orthodontia (adult)		\$2,625

*Delta Dental PPO dentists accept payment based on the lesser of the submitted fee or the PPO fee schedule, which is established at a level that typically delivers a 15 - 40% discount off of average billed charges nationally.

**Delta Dental Premier dentists accept payment based on the lesser of the submitted fee or Delta Dental's maximum plan allowance (MPA), which is established at a level that typically delivers a 5 - 15% discount off of average billed charges nationally.

***Non-network (non-Delta Dental PPO/non-Delta Dental Premier) dentists are reimbursed at the 90th MDR.

****Excludes final restoration.

Delta Dental PPO and Premier dentists cannot balance bill the enrollee for the difference between Delta Dental's allowed fee and the dentist's submitted charge.

Vision Plan

Benefits	Description	Copay	Frequency
	Your Coverage with a VSP Provider		
WellVision Exam	Focuses on your eyes and overall wellness	\$10	Every 12 months
Prescription Glasses		\$10	See frame and lenses
Frame	<ul style="list-style-type: none"> \$160 allowance for a wide selection of frames \$210 allowance for featured frame brands \$160 Walmart/Sam's Club frame allowance 20% savings on the amount over your allowance \$90 Costco frame allowance 	Included in Prescription Glasses	Every 12 months
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
Lens Enhancements	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses 	\$0 \$95-\$105 \$150-\$175	Every 12 months
Average savings of 30% on other lens enhancements			
Contacts (instead of glasses)	<ul style="list-style-type: none"> Contact lens exam (fitting and evaluation) \$160 allowance for contacts; copay does not apply 	Up to \$60	Every 12 months

APPENDIX G – Probationary Employees

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into as of the first day of May 2003, by and between the Village of Northbrook, hereinafter called the Village, and the Northbrook Professional Firefighters Association, Local 1894, hereinafter called the Association.

The Village agrees that during the terms of the collective bargaining agreement entered into as of effective the day after it is executed by both parties in 2025, through April 30, 2028, and notwithstanding Sections 3.01 and 6.03 of the collective bargaining agreement, the Village will follow its current practices regarding wages, benefits and working conditions for probationary employees. It is also agreed that the Association shall have the right to file a grievance and process it through arbitration over whether a violation of this Memorandum has been committed except as to grievances involving the discipline and/or discharge of a probationary procedures for probationary employees to appeal Village action with respect to their employment, wages, benefits and working conditions. In addition, nothing in this Memorandum changes the at-will employment status of probationary employees.

NORTHBROOK PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
LOCAL 1894



President

VILLAGE OF NORTHBROOK



Village President

APPENDIX H – Early Show Up

**MEMORANDUM OF UNDERSTANDING
BETWEEN VILLAGE OF NORTHBROOK
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1894**

THIS AGREEMENT is entered into by the Village of Northbrook (hereinafter "Village") and International Association of Firefighters, Local 1894 (hereinafter "Union") for the purpose of establishing an understanding concerning "early show up" by Lieutenants.


During the 2000-2001 round of collective bargaining between the Village and the Union, the Union presented a new proposal creating Section 12.02(f) for Article 12, Hours of Work and Overtime, of the existing collective bargaining agreement.

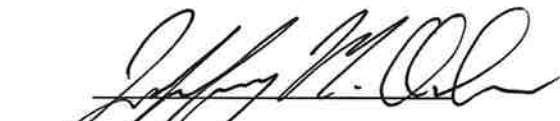
Therefore, the parties have agreed to create this Letter of Understanding to resolve any outstanding issues concerning the early show up compensation for Lieutenants.

Lieutenants assigned to twenty-four (24) hour shifts shall report for duty at 6:45 a.m. to prepare for the start of the shift. In consideration for such "early show up," each Lieutenant shall be entitled to annually schedule two days ("J" Days) off without loss of pay.

The Village retains the discretion to modify or eliminate the Lieutenants' "early show up." In the event the Village elects to take such action, it shall afford the Union at least thirty (30) days prior written notice. Upon request it shall meet with the Union and negotiate regarding the impact of the Village's decision to eliminate the "early show up" time for Lieutenants. In the event that the parties reach impasse as to such negotiations, either party may invoke interest arbitration as to their dispute and such proceeding shall be conducted in accordance with the procedures of §14 of IPLRA, except that mediation shall be waived. The Village reserves the right to unilaterally implement its proposed change pending the resolution of their dispute, but such action shall be without prejudice to the Union's position before the interest arbitrator.

The parties acknowledge their acceptance of this Memorandum of Understanding with their signatures.



Village of Northbrook
Village President

IAFF Local 1894
President

APPENDIX I – Night Drills

**MEMORANDUM OF UNDERSTANDING
BETWEEN VILLAGE OF NORTHBROOK
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1894**

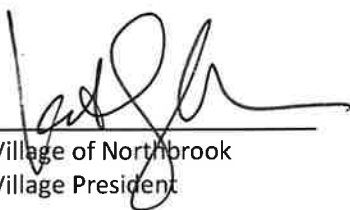
This understanding regarding change-of-quarters during night drills is a mutual agreement between the Village and Local 1894. This understanding in no way diminishes the Department's ability to reassign personnel and/or apparatus for a change-of-quarters for any reason other than Night Drills as provided herein. In consideration for the following understanding, Local 1894 withdraws Grievance 09-01.

Understanding:

On the day of a prescheduled night drill requiring a change-of-quarters assignment to provide emergency first response capabilities from the vacated station(s) during the duration of the exercise, the following procedure will take place:

- Members not participating in the drill, but who are required to provide the change-of-quarters duty during the duration of the night drill will have their normal day activities suspended at 12:30 p.m. and drill related change-of-quarters activities will occur between 6:00 p.m. and 10:00 p.m.
- The members providing for the emergency response coverage in the change-of-quarters station(s) will not be considered as having participated in or having been exposed to the night drill due to this assignment.

The parties acknowledge their acceptance of this Memorandum of Understanding with their signatures.



Village of Northbrook
Village President



IAFF, Local 1894
President

APPENDIX J – Vacation Accruals

**MEMORANDUM OF UNDERSTANDING
BETWEEN VILLAGE OF NORTHBROOK AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1894**

This understanding regarding vacation accrual for employees hired before September 1, 2018, is a settlement agreement between the Village and Local 1894 in order to resolve Association grievance 1801.

The parties agree that there has been a long standing misunderstanding between the Village and Local 1894 regarding the accumulation of vacation leave benefits. Therefore, to finally resolve this dispute, the parties agree that those employees hired before September 1, 2018 shall accrue vacation leave as follows:

For purposes of vacation accrual only, employees shall be assigned a 'vacation accrual date' defined as May 1 of the fiscal year in which they were hired. Therefore, after their first year of employment, they will receive their vacation accrual increases on the first pay period of a fiscal year and, if they work through an entire year, they will accrue whole shifts of vacation leave. The accrual schedule, based upon the 'vacation accrual date' shall follow Section 14.01 of the contract as revised except that:

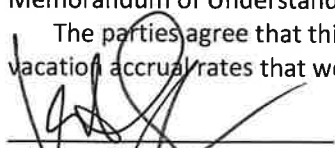
Employees hired before September 1, 2018 shall be granted a lump sum of additional vacation hours deposited into their vacation bank on the first pay period of the fiscal year based on months of service following the employee's Vacation Accrual Date as follows:

- On the first pay period of Month 61, 24 additional hours;
- On the first pay period of Month 121, 24 additional hours;
- On the first pay period of Month 169, 48 additional hours;
- On the first pay period of Month 241, 24 additional hours;
- On the first pay period of Month 289, 24 additional hours.

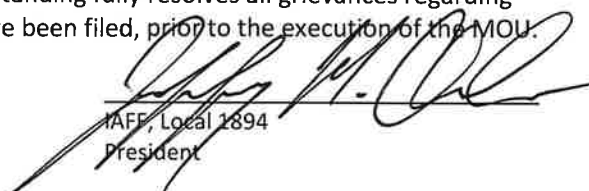
Further, vacation balances in place at the time of the signing of this agreement shall be adjusted so that the accrued vacation will reflect accruals according to the above schedule. The parties agree that final balance will reflect not only the above accrual rates but also documented vacation usage to date. Going forward, the Village and Association agree that vacation for all employees shall accrue on each pay period and the balance maintained by payroll and reported on the pay check stub, whether paper or electronic, will reflect the current vacation balance available less any used in the prior pay period. This MOU in no way changes how vacation is scheduled. The Village agrees to provide training to employees to assist them to effectively read their pay stub and leave balances. Employees shall be responsible for reviewing their pay stub and reporting any suspected discrepancies.

Finally, the Village and Association agree that all employees hired after September 1, 2018, shall accrue vacation according to Section 14.04 of the contract as revised and that the successor collective bargaining agreement shall, in Section 14.01, be amended to reflect the terms agreed upon in this Memorandum of Understanding.

The parties agree that this memorandum of understanding fully resolves all grievances regarding vacation accrual rates that were filed, or that could have been filed, prior to the execution of the MOU.



Village of Northbrook
Village President



IAFF, Local 1894
President

APPENDIX K – Paramedic Licensing Fees


**MEMORANDUM OF UNDERSTANDING
BETWEEN VILLAGE OF NORTHBROOK AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1894**

This understanding regarding payment of paramedic licensing fees is a mutual agreement between the Village and Local 1894. This understanding is limited to the contract ending April 30, 2028. Both parties agree that this MOU shall not be precedential for use in any subsequent negotiations.

Understanding:

The Village agrees to reimburse employees with paramedic certification for the cost they have paid to obtain their license not to exceed \$40.00 (plus processing fee) once every four years. The employee is responsible for applying for his/her license. Once the license is obtained, the employee may present a receipt for the licensing fee along with a copy of his/her license to a designated Fire Department representative. The Village shall then process a request for reimbursement, the processing of which shall not be unreasonably delayed.

The Parties acknowledge their acceptance of this Memorandum of Understanding with their signatures.



Village of Northbrook
Village President



IAFF Local 1894
President

SIDE LETTER OF AGREEMENT FOR 7(g) WORK ASSIGNMENTS

WHEREAS, the Village of Northbrook ("Village") seeks to engage the services of a part-time employee to perform the job duties set forth below; and

WHEREAS, International Association of Firefighters Local 1894 ("Union") represents all full-time firefighters in the Village Fire Department below the rank of Captain; and

WHEREAS, the bargaining unit employees represented by the Union do not currently perform the job duties set forth in paragraph 3; and

WHEREAS, the Village and the Union seek to allow bargaining unit employees to perform these job duties on a non-precedential basis.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - Neither party will object if bargaining unit employees perform the following work.

ARTICLE 2 - The assignments identified in paragraph 3 shall be on a voluntary basis. When the Chief determines in his discretion that he needs volunteers to perform this work, the Chief will seek volunteers and assign work pursuant to the method described in Section 12.06 of the collective bargaining agreement.

ARTICLE 3 - The parties agree that all part-time assignments identified herein will be paid pursuant to Section 7(g)(2) of the Fair Labor Standards Act ("FLSA"), as follows:

3.01 Code Inspection and Public Education: Depending on the needs of the department and with the permission of the Fire Marshal, the employee will be required to obtain one or more of the following certifications: Fire Inspector I, Fire Investigator, and/or Public Fire Life Safety Educator I. All code inspection and/or public education work shall be as follows:

	Regular Straight Time Rate	Overtime Rate
Code Inspector & Public Education Base Rate	\$18.67/hr.	\$28.00/hr.
Code Inspector & Public Education Base Rate w/Fire Inspector 1	\$19.33/hr.	\$29.00/hr.

Code Inspector & Public Education Base Rate w/ Fire Investigator	\$20.00/hr.	\$30.00/hr.
Code Inspector & Public Education Base Rate w/Public Fire Life Safety Educator I	\$20.67/hr.	\$31.00/hr.

1.01 Assistant Training Officer and Drill Master: All training assistant work will be paid at the hourly rates set forth below depending on the certifications held by the employee performing the work.

	Regular Straight Time Rate	Overtime Rate
Drill Master Base	\$19.33/hr.	\$29.00/hr.
Drill Master Base w/ Instructor 2	\$20/hr.	\$30.00/hr.
Drill Master Base w/ Instructor 2 & Incident Safety officer	\$20.67/hr.	\$31.00/hr.
Assistant Training Officer Base	\$20/hr.	\$30.00/hr.
Assistant Training Officer w/Health & Safety Officer	\$20.67/hr.	\$31.00/hr.
Assistant Training Officer w/ Training Officer program	\$21.33/hr.	\$32.00/hr.

ARTICLE 4 - Any employee who volunteers to perform the work/job duties identified in paragraph 3 work will be required to sign the attached 7(g)(2) Agreement before performing such work. Any employee who chooses not to sign the attached 7(g)(2) Agreement will be ineligible to perform code inspection work.

ARTICLE 5 - This Side Letter of Agreement shall be effective from the date it is signed until either party agrees to discontinue the terms of this letter. The Side Letter shall remain in effect during the period of negotiations for a successor collective bargaining agreement. The Side Letter shall be completely void upon execution of a successor collective bargaining agreement unless it is renewed by mutual agreement of both parties

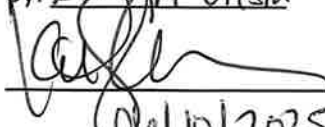
ARTICLE 6 - This Side Letter of Agreement is a non-precedential agreement. The Agreement, the negotiations which led to the Agreement, and the parties' experiences under the Agreement, may not be introduced by either party during any impasse resolution proceeding under Section 14 of the Illinois Public Labor Relations Act.

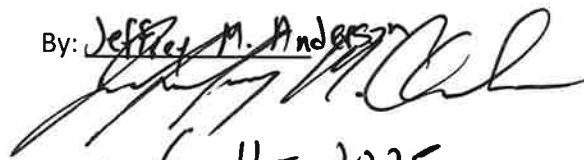
ARTICLE 7 - The parties explicitly agree that nothing within this Agreement shall be construed to make code inspection, public education work and/or training assistant work "bargaining unit work," nor shall the code inspection work, public education work and/or training assistant work be covered by the "Firefighter Substitutes Act," Public Act 095-0490. Upon expiration of this Side Letter of Agreement, the Village shall have all the rights to assign code inspection, public education work, and/or training assistant to any bargaining unit employee, non-bargaining unit employee, contractor, or third party that the Village possessed as of May 1, 2025

AGREED:

Village of Northbrook, Illinois

IAFF Local 1894

By: Kathryn Ciesla

06/10/2025

By: Jeffrey M. Anderson

Date: 6-11-2025

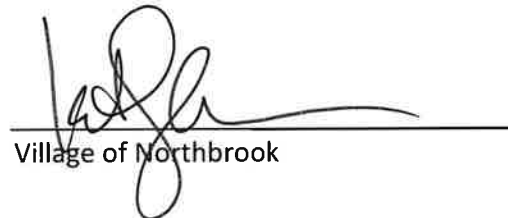
Memorandum of Agreement- Lieutenant Promotion Exam Process

This is an agreement between the Village of Northbrook, Illinois ("Village") and the Northbrook Professional Firefighters Association Local 1894 ("Union") for the purpose of updating the requirements to participate in the Lieutenant promotional exam process within Article 6 – Promotion, of the parties to Collective Bargaining Agreement (CBA). Specifically, Article 6.02 of the CBA states, "employees wishing to participate in the promotional process to Fire Lieutenant must have Fire Officer I certification (provisional) or an Associate Degree in Fire Science." As promulgated by the Illinois Office of State Fire Marshall (OSFM), the new certification and curriculum replacing Fire Officer I is Company Fire Officer (CoFO). Furthermore, the new CoFO certification and curriculum does not recognize a "provisional" status. To that end, the Village and the Union hereby agree that Fire Officer I (provisional) is equivalent to meeting all of the following requirement:

1. Completion of CoFO Phase I.
2. Completion of CoFO Phase II.
3. OSFM certified instructor I.
4. Successfully pass the OSFM state CoFO exam.

In order to be certified as a CoFO by OSFM, the member must complete the aforementioned requirements along with CoFO Phase III. The parties agree that the Phase III component of the CoFO curriculum does not need to be completed in order to participate in the promotional process.

AGREED:


Northbrook Professional Firefighters
Association, Local 1894
Village of NorthbrookDated: 6-11-2025Dated: 06/10/2025

Memorandum of Understanding- Block Party, Public Education and Public Relation Duties

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF NORTHBROOK FIRE DEPARTMENT AND NORTHBROOK PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1894 on BLOCK PARTY, PUBLIC EDUCATION AND
PUBLIC RELATION DUTIES**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the Village of Northbrook Fire Department (the "NBFD" or the "Village") and the Northbrook Professional Firefighter Association, IAFF-Local 1894 (the "Union"). The NBFD and Union shall be collectively referred to as the "Parties".

A. Purpose

1. To respond to NBFD's request to attend block parties for the period of May 1 through October 31 of each year and public education and public relation events that occur at any point throughout the year with sworn personnel.

B. Recitals

1. Village of Northbrook residents can request an NBFD suppression vehicle to attend their block party for community outreach purposes.

C. General Terms.

1. The terms of this MOU are effective from May 1, through October 31 of each year for block party attendance. However, public education and public relation event coverage can occur any time throughout the year.
2. This MOU may only be amended in writing and signed by all parties.
3. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter in this MOU, and it supersedes all prior and contemporaneous agreements and understandings, whether oral or written, of the Parties.

D. Block Party, Public Education and Public Relation Event Staffing Procedures

1. On-duty suppression crews shall complete block party, public education and special event assignments as part of their regular duties. On-duty Ambulance crews will not be utilized for block parties. When the Village assigns on-duty crews to block party assignments, the following rules shall apply:
 - a. The Village shall assign no more than three (3) block party assignments per Shift to each on-duty company.
 - b. On-duty companies shall spend approximately thirty (30) minutes at each block party assignment (the crew may stay longer at the discretion of the company officer). Any additional time spent will result in additional suspension of daily

- activities consistent with (3.1.f). Company Officers and Acting Company Officers may decide to spend less than a total of thirty (30) minutes at any block party assignment if crews must leave a block party to respond to an emergency call.
- c. The Village shall not have on-duty companies change quarters to attend block parties or cover the district of another NBFD company while they are attending a block party.
 - d. Block party assignments shall end no later than 2000 hours.
 - e. The Village agrees that they will modify the NBFD block party request form to eliminate Sunday availability for NBFD participation in block parties and shall make all efforts to avoid scheduling block parties for NBFD crews on Sundays. On-duty companies will not attend block parties on recognized Holidays (per C.B.A).
 - f. On-duty companies scheduled for block parties shall suspend their routine daily activities thirty (30) minutes early for each scheduled block party that day, or the next available duty day if crews are unable to suspend routine daily activities on the day of the scheduled block parties.
2. When the Village assigns on-duty crews to public education and public relation event assignments, the following rules shall apply:
- a. The Village shall assign no more than 12 public education and public relation event duties outside of work contractual work hours per year.
 - b. These duties will not occur after 2000hrs.
 - c. The appropriate unit will be assigned based on the particular event.
 - d. On-duty companies scheduled for public education and public relation events shall suspend their routine daily activities early for each scheduled public education and public relation event that day, or the next available duty day if crews are unable to suspend routine daily activities on the day of the scheduled events. The suspension of duties shall be hour for hour for time spent at the event.

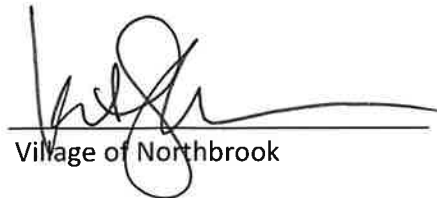
IN WITNESS WHEREOF, the Parties agree to the above terms and have executed this Memorandum of Understanding as the last date written below:

Northbrook Professional Firefighters
Association, IAFF Local 1894



Northbrook Professional Firefighters
Association, Local 1894

Village of Northbrook Fire Department



Village of Northbrook

Dated: 6-11-2025

Dated: 06/10/2025

Memorandum of Understanding- KnowBe4

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF NORTHBROOK FIRE DEPARTMENT AND NORTHBROOK PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF LOCAL1894 on EMPLOYEE ACKNOWLEDGEMENT**

This MEMORANDUM OF UNDERSTANDING ("MOU") IS INERED INTO BETWEEN THE Village of Northbrook (the "Village") and the Northbrook Professional Firefighter Association, IAFF-Local 1894 (the "Union"). The Village and Union shall be collectively referred to as the "Parties".

WHEREAS, the Village currently utilizes KNOW Be4 platform for employee training and various employee policy acknowledgements for employees who are a part of the Union as well those employees who are not.

WHEREAS, the KNOW Be4 platform utilizes a standard acknowledgment template which employees are required to electronically acknowledge receipt and review of training and/or policies.

WHEREAS, the Parties have discussed and agree that such KNOW Be4 acknowledgements for employees within local 1894 are covered by the agreement between the Village and Local 1894 from May 1, 2025, through April 30, 2028, also known as the Collective Bargaining agreement (the "CBA").

THEREFORE, it is agreed as follows:

1. In the event that there is any discrepancy between the information contained in this KNOW Be4 acknowledgement and the CBA, the provisions of the CBA will control.
2. The intent of the KNOW Be4 acknowledgement(s) are to indicate the employee has:
 - a. Received a copy of the relevant training and/or Village policy.
 - b. Agreed to read and become familiar with said training and/or Village policy.
 - c. Acknowledged the training and/or Village policy are intended to address requirements related to employment with the Village, and to the extent that anything in the training and/or Village policy is inconsistent or different regarding a subject covered b the CBA that is applicable to the employee's position, the CBA will control.
 - d. Acknowledged that the training and/or Village policy takes precedent over Department directives unless the training and/or Village policy expressly states otherwise.
 - e. Acknowledged that the training and/or Village policy is subject to change from time to time.
 - f. Been advised where to view and electronic copy of the training and/or Village policy for future reference in the event it is in a location other than

[\\vhfs/everyone\\$\sop\hr sops](#)

This Agreement is non-precedential and the Parties agree to determine at the time of negotiating a successor CBA where to extend the term of this MOU.


IN WITNESS WHEREOF, the Parties agree to the above terms and have executed this Memorandum of Understanding as the last date written below:

Northbrook Professional Firefighters
Association, IAFF Local 1894


Northbrook Professional Firefighters
Association, Local 1894

Dated: 6-11-2025

Village of Northbrook Fire Department


Village of Northbrook

Dated: 06/10/2025

MEMORANDUM OF UNDERSTANDING

In exchange for the mutual promises contained herein, this Memorandum of Understanding is entered into between the Village of Northbrook, (hereinafter referred to as "the Village"), and the Northbrook Professional Firefighters Association Local 1894 of the International Association of Firefighters, AFL-CIO-CLC, for and on behalf of itself and the employees of the Village covered by this Agreement (hereinafter called the "Association").

By this Memorandum of Understanding the Village and the Association agree to modify the language of Section 16.07 of the Agreement to comport with their original intent in executing the Agreement between the Village and the Association. The first paragraph of Section 16.07 shall be modified as follows:

The Fire Chief may, at his or her discretion, assign available restricted duty work following a workplace injury provided a physician clears the employee to perform such work. Such restricted duty may be at either the employee's regular job or other work with restricted physical duties. When an employee is performing restricted duty assignments under this Section, the employee shall be assigned a 40 hour or 24/48-hour work schedule for the first seven (7) duty days at the employee's option, thereafter, as deemed appropriate by the Chief. The employee shall continue to receive his/her regular compensation and benefits. Prescheduled leave will not count toward the first seven (7) duty days. When employees are assigned to a 40-hour schedule, they shall continue to accrue benefits based upon their regular 24/48-hour work schedule, and time off taken while assigned to the 40-hour schedule shall be charged at a ratio of 1:1.5 hours (e.g., 8 hours off = 12 hours charged.)

In witness whereof, the Village and the Association agree to the above terms and have executed this Memorandum of Understanding as of the last date written below.


Village of Northbrook


Northbrook Professional Firefighters
Association, Local 1894

