

VILLAGE OF BRADLEY

RESOLUTION NO. R-5-21-1

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH
THE BRADLEY FIRE FIGHTERS ASSOCIATION LOCAL 4288 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS AFL-CIO, CLC

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 10th DAY OF May, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 10th day of May, 2021.

RESOLUTION NO. R-5-21-1

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH THE BRADLEY FIRE FIGHTERS ASSOCIATION LOCAL 4288 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL – CIO, CLC

WHEREAS, the Village of Bradley desires to provide Fire Suppression, Fire Fighters, EMS/Paramedic and Fire Prevention services for the citizens and residents of the Village;

WHEREAS, certain members of the Village’s Fire Department, (excluding Fire Chief, Assistant Fire Chief and all paid on call and part-time employees) are members of the Bradley Fire Fighters Association Local 4288 of the International Association of Fire Fighters, AFL-CIO, CLC (“Local 4288”), which acts as bargaining agent for them;

WHEREAS, the current Collective Bargaining Agreement between the Village and Local 4288 was for May 1, 2019 through April 30, 2020;

WHEREAS, Local 4288 has tendered a proposed Collective Bargaining Agreement to the Village for May 1, 2020 to April 30, 2023; and

WHEREAS, the Village has examined said agreement and deems it fair and reasonable.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

SECTION 2. Collective Bargaining Agreement Approved. The Collective Bargaining Agreement with the Bradley Firefighters Association Local 4288 of the International Association of Fire Fighters, AFL-CIO, CLC, dated May 1, 2020 through April 30, 2023 as presented with this Resolution (Exh. A) is approved.

SECTION 3. Severability and Repeal of Inconsistent Resolutions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall take effect from and after its adoption and approval.

PASSED by the Board of Trustees on a roll call vote on the 10th day of May, 2021.

PASSED by the Board of Trustees on a roll call vote on the 10th day of May, 2021.

TRUSTEES:

ROBERT REDMOND	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
MICHAEL WATSON	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
RYAN LEBRAN	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

ACTING VILLAGE PRESIDENT:

MICHAEL WATSON	Aye - <u> </u>	Nay - <u> </u>	Absent - <u> </u>	Non-voting <u>X</u>
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TOTALS:	Aye - <u>4</u>	Nay - <u>0</u>	Absent - <u>2</u>
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ATTEST:

Julie Tambling
JULIE TAMBLING,
VILLAGE CLERK

APPROVED this 10th day of May, 2021.

Michael Watson
MICHAEL WATSON,
ACTING VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING,
VILLAGE CLERK

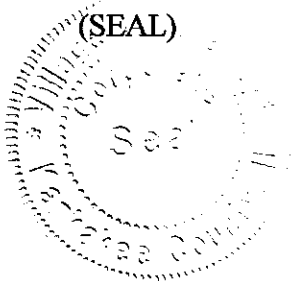
STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B5-211, "A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH THE BRADLEY FIRE FIGHTERS ASSOCIATION LOCAL 4288 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO, CLC" which was adopted by the Village President and Board of Trustees at a meeting held on the 10th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 10th day of May, 2021.

Julie Tambling

JULIE TAMBLING,
VILLAGE CLERK



ARTICLE XXII

DURATION

22.1 DURATION OF AGREEMENT. This Agreement shall be effective as of the signing of this Agreement, and shall remain in full force and effect until April 30, 201923. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) nor more than one hundred and twenty (120) days prior to the expiration date that it desires to terminate, modify or change this Agreement. If such notice is given, negotiations shall begin no later than thirty (30) days from the date of the notice and shall continue for a period of not less than forty-five (45) days. The resolution of any bargaining impasse shall be in accordance with the provisions of the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 24th day of May, 2021.

UNION:

Bradley Professional Firefighters Local

By: Michael Lopez
President

By: Bro McKel
Secretary

EMPLOYER:

Village of Bradley

By: Michael Watson
Mayer

Attest: Julie Tambling
Village Clerk

APPENDIX A

CLOTHING ALLOWANCE

The following items will be considered appropriate wear for the duty personnel at the Bradley Fire Department:

Hats:

1. Baseball style (navy blue) with Bradley Fire Department logo on the front.
2. Stocking cap (navy blue) with Bradley Fire Department logo on the front.

Shirts:

1. Designated blue or white button-down shirt
2. Designated T-shirt with Bradley Fire Department logo
3. Designated Sweatshirt with Bradley Fire Department logo
4. Turtleneck or mock turtleneck with Bradley Fire Department logo
5. Nylon blue wind shirts with Bradley Fire Department logo on front.

Coats:

1. Designated fall jacket
2. Designated winter jacket
3. Approved EMS Turnout Coat

Pants:

1. Designated trousers

Belts:

1. Designated 1/2" - 1 1/2" Belt

Shoes:

1. Shoes must be black in color and of a leather construction.

Sleepwear: (night uniform) 2200 hours - 0700 hours

1. Designated T-Shirt or Sweatshirt
2. Designated sweatpants with Bradley Fire Department logo on right front
3. Black or white socks.
4. Black tennis shoes.

Complete Turn-Out Gear NFPA Approved by Village of Bradley

The Bradley Fire Department will maintain an inventory of T-shirts, sweatshirts, baseball caps, and stocking caps, and will provide for an exchange program for all employees. Personnel will be able to purchase approved apparel directly from the department, or from the designated vendor.

**APPENDIX B
GRIEVANCE FORM**

BRADLEY FIRE DEPARTMENT AND BRADLEY LOCAL 4288 GRIEVANCE FORM

Grievant: _____ Date of Grievance: _____

I. SECTIONS OF THIS CONTRACT (but not limited thereto) THAT WERE VIOLATED:

II. SUBJECT OF GRIEVANCE: (Please be specific as to the Who, What, Where, Why, and When as they relate to the facts of the Grievance.)

III. SUGGESTED CORRECTIONS (Including Make Whole)

Signature of Union President

Signature of Grievant

First Step: _____
Date Submitted

Answer: _____
Date Submitted

Second Step: _____
Date Submitted

Answer: _____
Date Submitted -

APPENDIX C

GREGORY E. GLIDEWELL SENIORITY

For the purposes of seniority, continuous service, wage rate, longevity pay, vacation earned, lay-off/recall and all other services applications Gregory E. Glidewell date of hire as defined in section 9.1 shall be April 9, 1998.

**COLLECTIVE BARGAINING
AGREEMENT**

between the

VILLAGE OF BRADLEY

And the

**BRADLEY FIREFIGHTERS ASSOCIATION
LOCAL 4288**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, CLC**

**May 1, 2020
Through**

April 30, 2023

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PREAMBLE

This Agreement is entered into by and between the Village of Bradley, an Illinois Municipal Corporation (hereinafter referred to as the "Employer"), and the Bradley Fire Fighters Association Local 4288 of the International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish standards of wages, hours and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences, which may arise between the parties.

ARTICLE I

RECOGNITION AND SCOPE

1.1 RECOGNITION. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the Bradley Fire Department performing fire suppression, EMS, and fire prevention, excluding the Fire Chief and Assistant Fire Chief, and all paid on call and part-time employees.

1.2 SCOPE. The parties agree to bargain collectively and negotiate in good faith with respect to rates of pay, wages, hours and other conditions of employment as required by the Illinois Public Labor Relations Act.

ARTICLE II

NO DISCRIMINATION

2.1 NO DISCRIMINATION. The Parties agree that there shall be no unlawful discrimination due to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer, the

responsibility for applying this provision of the Agreement. The terms of this provision shall not be construed to impair any rights created by federal or state statutes. Any rights or obligations arising under this provision shall be enforced exclusively in accordance with the terms of such statutes.

2.2 FAIR REPRESENTATION. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with applicable law.

2.3 GENDER. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE III

UNION SECURITY

3.1 PAYROLL DEDUCTION OF UNION DUES. Upon receipt of a signed authorization from an employee, the regular monthly union dues and any assessments will be withheld from the employee's paycheck. Such dues deduction and any assessment shall be made from each regular paycheck in a uniform amount. The Secretary-Treasurer of the Union or other appropriate union officer shall, not less than annually, certify to the Village the amount of the uniform dues and any assessments to be deducted. The total amount of the deductions shall be forwarded to the Union not less than seven days after the deduction is made by the Village. An employee may revoke authorization for dues and assessments withholding by submitting a written notice of revocation to the Village with a copy to the Union. Such revocation will not be effective until the end of the month following the month in which

it is received.

3.2 INDEMNIFICATION. The Union agrees and shall indemnify the Village and hold it harmless against any and all claims, demands, judgments or other forms of liability and for all legal fees that may arise from or be in any way connected with any action taken or not taken by the Village for the purpose of complying with the provision(s) of this Article. In the event of any legal action brought against the Village in any court, agency, or other forum arising from any action taken or not taken by the Village to comply with the provisions of this article, the Union agrees to defend such action, at its own expense through its own counsel provided that the Village gives prompt notice of any such action to the Union, permits the Union to intervene, and gives all reasonable cooperation to the Union and its counsel in securing and giving evidence and obtaining relevant information it being understood that the Union shall reimburse the Village for any reasonable cost it may incur in so doing.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 GENERAL RETENTION. The Village retains all rights and functions of management that it has under law including the right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include the following: to plan, direct, control and determine the operations and services to the Village; to supervise, direct and evaluate the working forces; to establish the qualifications for hiring and to employ employees; to schedule and assign work; to determine the methods, means, organization and total number of personnel by which operations are conducted, to make, alter, and enforce reasonable rules and regulations; to promote employees; to discipline, suspend, and

discharge employee for just cause; to change or eliminate existing methods, equipment, or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not violate any Illinois and Federal law and shall not conflict with any of the provisions of this Agreement.

4.2 PREVAILING RIGHTS. All rights, privileges and working conditions affecting the day to day work of the employees enjoyed at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement, unless changed by mutual written consent.

ARTICLE V

GRIEVANCE PROCEDURE/DISCIPLINE

5.1 DISCIPLINE. The parties recognize that the Fire Chief and the Board of Fire and Police Commissioners of the Village of Bradley have certain statutory authority over employees covered by this agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1, et seq.

5.2 GRIEVANCE PROCEDURE

(a) DEFINITION OF GRIEVANCE. A "grievance" is defined as a dispute between an employee or any group of employees and the Village involving an alleged violation or misinterpretation of an express term(s) of this Agreement.

(b) GRIEVANCE PROCEDURE. All time limits consist of business days (Monday through Friday excluding holidays). Recognizing that grievances should be raised and settled promptly, a grievance must be submitted in writing to the Fire Chief within seven (7) days after the employee knows or, through the use of reasonable diligence, should have known of the occurrence of the event giving rise to

the grievance.

(b.1) STEP ONE. An employee who has a grievance must submit the grievance in writing to the Chief within seven (7) days as stated above. The grievance shall state the specific provision(s) of this Agreement allegedly violated or misinterpreted, contain a summary statement of the facts giving rise to the grievance, and the relief requested. It shall be submitted on the grievance form attached to this Agreement as Appendix D. The Chief or his designee shall attempt to adjust the matter and shall provide a written response to the grievance within seven (7) days of his receipt of the written grievance.

(b.2) STEP TWO. If the grievance is not resolved at Step One, the grievant may submit the written grievance to the Mayor within seven (7) days of receipt of the Step One decision. The Mayor or his designee shall meet and discuss the grievance with the grievant at a mutually agreeable time. If no resolution of the grievance is reached, the Mayor or his designee shall give a written answer to the grievant within ten (10) days following the meeting.

(b.3) STEP THREE. If the grievance is not settled at Step Two, the Union or the grievant with the approval of the Union may, by written notice to the Mayor, refer the grievance to arbitration within ten (10) days of the date of the Step 2 decision. The parties shall attempt to agree upon an arbitrator within five (5) days after receipt of notice of referral. In the event the parties cannot agree upon an arbitrator, they shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators who are members of the National Academy of Arbitrators residing in Illinois. The parties shall each have the right to strike three (3) names from the list. The parties by toss of a coin shall determine which party shall

first strike one (1) name; the other party shall then strike one name. The process shall be repeated until one name remains. The arbitrator shall have no right to either amend or recommend amendments, modifications or nullifications of any provisions of the contract. Moreover, she/he shall have no power to ignore, add to or subtract from provisions of the Agreement. She/he shall consider and make a decision only with respect to the specific issue or issues submitted and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit in writing his/her decision within 30 calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later, unless the parties have agreed to a written extension thereof. The decision of the arbitrator shall be based solely upon his/her interpretation of the meaning or obligation of the express terms of this Agreement as applied to the facts presented. A decision rendered consistent with the terms of this Agreement shall be binding.

(b.3) FEES AND EXPENSES OF ARBITRATION. The parties shall divide the fee of the arbitrator equally. All other expenses including compensation or witnesses or representatives shall be borne by the party incurring them.

(b.4) UNION REPRESENTATION. Commencing at Step One, the grievant shall have a union representative at meetings/hearings conducted under this Article. Meetings/hearings will be scheduled at times that do not interfere with the daily operations of the department.

(b.5) EXTENDING TIME LIMITS. The time limits set forth in the grievance procedure may be extended only upon the mutual written agreement of the parties.

(b.6) TIME COMPUTATION. The time within which any act provided for in this Grievance section is to be done shall be computed by excluding the first day and

including the last day, unless the last day is a Saturday or a Sunday or is a holiday as defined in Section 8.2 and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.

ARTICLE VI

HOURS OF WORK AND OVERTIME

6.1 NORMAL HOURS OF DUTY. The regular hours of duty (tour of duty) for employees shall be 24 consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The regular tour of duty shall be followed by 48 consecutive hours off duty. The average weekly hours shall normally not exceed fifty (50) hours per week. The average weekly hours shall be accomplished by scheduling every 10th on duty shift as a "Kelly Day" off duty. Such scheduling shall result in an employee working 2600 annual hours. Employees shall be allowed to trade their assigned "Kelly Days" without restrictions, however, for FLSA purposes the assigned day shall remain with the original employee.

For FLSA purposes, the work cycle for employees assigned to 24-hour shifts shall be 15 days. The Village of Bradley shall establish individualized cycles in such a manner that each employee's work cycle shall begin at 7 p.m. so that the employee's Kelly Day (i.e., every 10th shift) starts at 7 a.m. on the shift of the 15th day of his work cycle and ends at 7 a.m. on the first day of the succeeding work cycle. If the shift starting time is changed, the employee's work cycle for FLSA purposes shall be adjusted accordingly.

6.2 OVERTIME HOURS. An employee working any hours on duty in addition to the regular hours as defined in this Article, Section 6.1, shall be

compensated for those overtime hours at the rate of 1-1/2 times the employee's regular straight-time hourly rate, which shall be determined by dividing the employee's annual compensation by 2600 annual hours.

6.3 HOLD OVER AND CALL BACK. Any employee held over shall be compensated at one and one-half (1 1/2) times their hourly rate in 15 minutes increments. Any call back shall be compensated at the current POC rate established for the first hour of each call and at a rate equal to one and one-half (1-1/2) times their hourly rate for each call going beyond one (1) hour. It is understood that this rate is adjusted annually and such adjustment shall be mutually agreed upon by the parties.

6.4 OVERTIME DISTRIBUTION. Full-time bargaining unit members shall have first opportunity to be offered overtime opportunities to fill vacancies of 12 hours or more on the same basis as paid-on-call personnel. Such overtime shall be distributed equally to the members of the bargaining unit on a rotating basis. The parties shall establish a departmental overtime assignment list, which shall be posted in each work place. As a firefighter/paramedic shift becomes available, it shall be offered to the firefighter/paramedic at the top of the list. If the employee refuses the overtime shift, he shall move to the bottom of the list and the overtime will be offered to the next employee on the list. This overtime rotation will include all full-time shift personnel.

6.5 REQUIRED OVERTIME. The Fire Chief or designee shall have the right to require overtime work. Overtime must be approved by the Chief or his designee.

6.6 NO PYRAMIDING. Compensation shall not be paid more than once for the same hours of work.

6.7 SHIFT EXCHANGE. Bargaining unit members, with the approval of the Fire Chief, or Deputy Chief, shall have the right to voluntarily exchange work shifts when the change does not interfere with the normal operations of the fire department. Approval by the Fire Chief, or Deputy Chief, will not be unreasonably denied. Such exchange shall be permitted so long as no additional costs, including but not necessarily limited to overtime, is incurred by the Village of Bradley.

ARTICLE VII

COMPENSATION

7.1 WAGES.

7.1.1 WAGE RATE. Employees shall be compensated in accordance with the below schedule/plan. Retroactive Pay shall be on all hours worked retroactive to the beginning date of the CBA for all current employees and employees who retired and/or received a disability pension.

Wage Schedule Firefighter/Paramedic

Hourly Rate with Longevity

YEARS OF EXPERIENCE	5/1/19	5/1/20	5/1/21	5/1/22
	2.25%	2.25%	2.0%	2.0%
0-5 years	22.28	<u>22.78</u>	<u>23.24</u>	<u>23.70</u>
5 years	22.78	<u>23.29</u>	<u>23.76</u>	<u>24.24</u>
10 years	23.46	<u>23.99</u>	<u>24.47</u>	<u>24.96</u>
15 years	24.29	<u>24.84</u>	<u>25.34</u>	<u>25.85</u>
20 years	25.31	<u>25.88</u>	<u>26.40</u>	<u>26.93</u>
25 years	26.48	<u>27.08</u>	<u>27.62</u>	<u>28.17</u>

Shift leader/Coordinator annual stipend.

	<u>2020</u>
Shift leader/EMS Coordinator	\$2,000
Shift leader/Training Coordinator	\$2,000
Shift leader/PR and Grants Coordinator	\$2,000

7.1.2 FAVORED NATIONS CLAUSE. For employees hired prior to May 1 2016, should any Collective Bargaining Unit in the Village receive a higher percentage increase for the above periods, then such like percentage increase shall be made applicable to this Agreement retroactive to coincide with the date of increase of the other Collective Bargaining Unit except if the increase was won by the Police Department Unit at Arbitration. Employees hired after May 1, 2016 shall not be entitled to benefits under this Favorite Nations Clause.

7.2 EDUCATIONAL INCENTIVES.

7.2.1 ADVANCED EDUCATION STIPEND. Any employee who, with prior Village Board approval, takes an educational course which related to the skills necessary to perform his/her work and who receives a grade of "B" or above in said course, shall be eligible for reimbursement from the Village for the cost of tuition. Salaries shall be increased as follows:

Associates degree	.39
Bachelors degree	.58
	10

Masters degree .78

The first step in the process of developing a new product is to identify a market need. This involves conducting market research to determine what consumers want and need. Once a market need has been identified, the next step is to develop a concept for a product that meets this need. This involves creating a detailed description of the product, including its features, benefits, and target market. The next step is to develop a business plan for the product, which includes a marketing strategy, a financial plan, and a timeline for development and launch. Once the business plan is complete, the next step is to secure funding for the product. This can be done through a variety of sources, including venture capitalists, angel investors, and crowdfunding. Once funding has been secured, the next step is to develop a prototype of the product. This involves creating a small-scale version of the product that can be used to test the market and gather feedback. The final step in the process is to launch the product and begin marketing it to the target market. This involves developing a marketing strategy and implementing it through a variety of channels, including advertising, public relations, and direct sales.

7.2.2 TUITION REIMBURSEMENT. Employees will be reimbursed for their tuition, and fees for work towards an Associate's or Bachelor's Degree in Fire or EMS related fields, upon successful completion of courses and the approval of the course of study by the Chief. Reimbursement will be made only for course work for which the employee receives a grade of B or better and only for courses taken at an accredited State of Illinois institution. The Fire Chief retains the right to approve reimbursement for all courses pending availability of funds and to limit the number of courses reimbursed to any employee to no less than one per academic semester.

7.2.3 EDUCATION LEAVE. Employees may be granted paid leaves of absence for educational purposes with the approval of the Village Board of Trustees to attend conferences, seminars, or other functions of a similar nature that are intended to improve, maintain or upgrade the individuals and the Fire Department certifications, skill, or professional abilities. Employees attending a 40 hour school shall be allowed off duty for hours worked Monday through Friday, unless the class ends on a Friday when the employee works in which case the employee will return to work following class. Any class that the employee may take that the employee has to travel forty (40) miles, the employee will not have to return to work after the class unless it is the last day of the class in which case the employee will return to work for the remainder of the shift. This section shall not apply to courses designated or offered as part of a college degree program.

7.2.4 CERTIFICATION STIPENDS. Any employee who can produce a certification from the Office of the State Fire Marshall for Fire Fighter III

including HazMat Operations and/or a Fire Apparatus Engineer shall receive \$200 for each certification added to his/her annual salary. Any employee who can produce a certification from the Office of the State Fire Marshall for Fire Officer I shall receive an additional \$300 added to the annual salary.

7.2.5 EMPLOYEE REIMBURSEMENT. Employees whose employment with the Village Fire Department ceases, due to any cause other than termination by the Village, within the first three (3) years of employment, shall reimburse the Village for any tuition and fees associated with the training of that employee. The parties agree that payment may be deducted by the Village from the refund of any pension payments made by the employee during the course of employment and if that amount is insufficient, such repayment by the employee shall be made to the Village within 60 days of the cessation of their employment with the Fire Department.

7.3 PROTECTIVE GEAR AND CLOTHING ALLOWANCE. The required uniform of the employees hereunder is provided for in Exhibit C. The Village shall pay each employee \$1200 annually on or before May 15 of each year in order to provide for each employee's uniform and to provide for replacement due to damage, wear, or gross contamination. Nothing contained herein shall be used to deny payment of the clothing and cleaning allowance during the term of this Agreement.

ARTICLE VIII

VACATION

8.1 VACATION. Vacations are computed in shifts worked (24 hours is 1 shift). Vacation shall be earned annually at the employee's anniversary date and shall be based on the following schedule:

a. From 1 year up to 3 years of eligible service employees are entitled to three (3) working shifts of vacation each year.

b. After 3 years of eligible service employees are entitled to five (5) working shifts of vacation each year.

c. After 6 years of eligible service employees are entitled to eight (8) working shifts of vacation each year.

d. After 12 years of eligible service employees are entitled to ten (10) working shifts of vacation each year.

e. After 18 years of eligible service employees are entitled to twelve (12) working shifts of vacation each year.

f. After 25 years of eligible service employees are entitled to fifteen (15) working shifts of vacation each year.

Vacation shall be taken at the rate of not less than 12 hour increments. Employees shall be allowed to carry over not more than 48 hours of vacation time from one year to the next.

On January 1st of each year, a vacation schedule shall be distributed among the shift's employees for selection of vacation. Within two weeks of the distribution of the schedule, employees shall select vacation based upon seniority. After the vacation list has been offered to all employees in seniority order, vacation picks shall be granted on a first come-first serve basis.

Any employee who is separated from the fire service shall be compensated for all unused vacation time accumulated, at the rate of pay at the time of separation. In the case of the death of an employee the compensation due that employee for any unused accumulated vacation shall be paid to his or her estate.

ARTICLE IX

HOLIDAYS

9.1 HOLIDAYS. The following holidays shall be observed:

Employee's Birthday
New Years Eve
New Year's Day
Martin Luther King's Birthday
Good Friday
Easter
Memorial Day
Fourth of July
Labor Day
Fire Fighter Memorial Day (September 11th)
Thanksgiving Day
Christmas Eve
Christmas Day

9.2 HOLIDAY PAY. Employees who actually work on any of the recognized holidays, except birthday, shall receive two (2) times the employee's rate for all hours worked, provided that the employee works either his/her scheduled day before or the scheduled day after the holiday. Approved vacation time or comp time will count as satisfying this requirement. During the pay period of an employee's birthday, the employee shall receive one (1) day off with pay.

ARTICLE X

LEAVES

10.1 SICK LEAVE. Sick leave is provided for personal illness or for the employee's family in accordance with the Employee Sick Leave Act (820 ILCS 191/) of an employee who cannot work without risk to the employee's health. Employees shall earn 12 hours of sick leave for each month of service. Unused sick leave may accumulate to a maximum of 45 duty days or 1080 hours. Upon separation from the fire service, due to retirement, disability, or any other legitimate reason, excluding

discharge for just cause or resignation while pending disciplinary suspension or discharge, the employee shall be reimbursed for all unused sick leave hours up to 1080 hours.

Sick leave cannot be taken until earned. Any employee reporting in sick shall report to the Fire Chief or his designee as soon as possible but not later than one (1) hour prior to the employee's shift. If an employee is absent for two (2) consecutive shift days the village may request a physician's report to confirm the employee or family member's injury or illness. If an employee exhibits a pattern of sick leave use the Fire Chief may require a physician's report as proof of an injury or illness.

In the event that an employee uses no sick leave during a contract year, May 1 through April 30, the employee shall receive from the Village the sum of \$500.00, which shall be contributed by the Village to the Post-employment Health Plan or current Post Employment Health plan as agreed upon by the parties on behalf of the employee. If the employee uses one day of sick leave the contribution shall be \$400.00 and if the employee uses two days it will be \$300.00.

10.2 BEREAVEMENT LEAVE. Provided the employee attends the funeral, employees shall receive up to fourteen (14) calendar days off work in the event of the death of the employee's spouse or child (including stepchild). Up to three (3) duty days shall be paid during the 14 day calendar leave and the remainder of the time shall be unpaid subject to the employee's ability to use other paid time off options accrued to that employee. Employees shall receive two (2) duty days off without loss of pay in the event of death in the immediate family (mother, father, sister, brother, grandparent, including great grandparents, grandchild, father-/mother-in-law, son-/daughter-in-law, brother/sister-in-law, and/or domestic partner. For purposes of this

provision only, a "domestic partner" shall be defined as a person who has resided in the employee's household and has had a financial and emotional interdependence with the employee, consistent with that of a married couple for a period of not less than one (1) year, and continues to maintain such arrangement consistent with that of a married couple. Such designated "domestic partner" shall be established with the Fire Chief in advance of the incident.

10.3 PREGNANCY LEAVE. If an employee of the Village of Bradley becomes pregnant, she shall exercise any of the following options:

A. An employee may utilize available sick leave for those days that the employee is actually unable to work due to pregnancy or any pregnancy-related disability.

B. An employee may request a leave of absence without pay for those days that the employee is actually unable to work due to pregnancy or any pregnancy related disability and thereby retain accumulated unused sick leave. Sufficient unpaid leave of absence shall be granted to cover the period when the employee is actually unable to work due to pregnancy or any pregnancy related disability.

C. An employee who is pregnant or suffering from a pregnancy related disability shall have their physician submit to the Village a written report setting forth any and all limitations and restrictions on that employee's ability to perform their job functions as set forth in their job description.

D. An employee who becomes pregnant shall inform the Fire Chief of the pregnancy and the dates of expected leave time. The employee may be required to obtain a doctor's certificate to ensure that continued work or return to work will not

cause a hazard to the employee's health or the welfare of the unborn child. An employee whose physician has released her to work with limitations and restrictions (pursuant to paragraph 3) may be eligible for light duty assignment in accordance with this paragraph. The Fire Chief, The Village Administrator, and the Union shall meet and jointly determine whether suitable and meaningful light duty is available for such employee. If the three parties are unable to reach an agreement on the availability of such light duty, then no such assignment shall be made. The light duty assignment shall not be unreasonably denied. The Union and the Employee agree that the joint decision concerning the availability of such light duty assignment shall not be subject to the contract grievance procedure. However, in the event of a disagreement, the Union shall be entitled to appeal the decision to the Mayor. If the three parties agree that there is suitable and meaningful light duty work available for such employee, the pregnant employee shall be advised of times and dates of such meetings and will be allowed to attend meetings to discuss the availability and responsibilities of the light duty assignment. The light duty assignment shall be consistent with the employee's physician's report on the employee's limitations and restrictions. The light duty assignment shall continue so long as the three parties (the Fire Chief, the Village Administrator, and the Union) jointly agree that there is suitable and meaningful light duty available.

E An employee who is assigned light duty due to pregnancy may choose to work her 24 hour shift so the employee will suffer no loss in duty hours or pay. This assignment will be pursuant to the certification of the employee's physician that the employee is physically able to work 24 hour shifts. The employee may also choose to work light duty during business hours, and shall only be compensated for actual

hours worked. If at any time an employee who has chose to work 24 hour shifts feels the necessity to change to business hour light duty, she will notify her physician of such need and the physician will provide the appropriate documentation to the Fire Chief and the Village Administrator.

10.4 WORK-RELATED INJURY. In the event that an employee is unable to work due to an in-line-of-duty injury, the Village shall grant a leave of absence not to exceed twelve (12) months pursuant to the provisions of the Public Employees Disability Act.

To qualify for such leave, the employee must report the work injury immediately following the accident, or immediately upon realization of the injury, and thereafter furnish the Village a written statement showing the nature of the injury and the estimated length of time the employee will be unable to work. Additional medical reports will be provided upon each return visit to the employee's doctor.

The employee on such leave will receive full salary and return all workers compensation insurance payments to the Village. There shall be no deduction from accrued sick leave, or vacation leave, while the employee remains on the paid leave. At any point during such leave, and prior to returning to work from such a leave, the Village may require that the employee submit to an examination by a physician designated by the Village, and coordinated with the Pension Board, to assess and/or determine the employee's condition and ability to report for work. Nothing contained in this section shall impair or limit the employee's rights under the Workman's Compensation Act.

10.5 FMLA LEAVE. The Village shall implement the FMLA consistent with and as required by federal law.

ARTICLE XI

JURY DUTY AND WORK-RELATED COURT TESTIMONY

An employee who loses time from work during his normal schedule of work because of jury duty service shall be paid for such time. Jury duty fees received for the duty day shall be offset against such pay. The employee shall furnish to the Fire Division Executive a written statement from court showing the days and the amount of jury duty pay he was eligible to receive for each day. An employee excused from attendance at court shall report for work no later than 1900 hours, if the employee is not to return to court. An employee who loses time from work during his normal schedule of work to testify in a work related court hearing, shall also be paid for such time lost, except for cases involving claims filed by the employee against the Village.

ARTICLE XII

SENIORITY AND LAYOFF AND RECALL

12.1 SENIORITY. Seniority means an employee's length of continuous service with the Fire Department since the employee's last date of hire. If more than one person is hired on the same day, they shall be placed on the seniority list according to their rank on the eligibility list from which they were hired.

12.2 PROBATION. The probationary period for all new employees who enter the service already having a paramedic certification shall be twelve (12) months. In all other cases, probation shall be extended for a period of six (6) months after certification as a paramedic, but in no case less than twelve (12) months total. If, however, an employee does not receive paramedic certification within three years (36 months) from original date of hire, no further extension of probation shall be

allowed and employment shall be terminated. Upon successful completion of the probationary period, seniority shall be retroactive to the date of employment.

12.3 BREAKS IN CONTINUOUS SERVICE. An employee's continuous service record shall only be broken by voluntary resignation, discharge for just cause, retirement and non-military unpaid leave of absence.

12.4 LAYOFF. The Village, in its discretion, shall determine whether layoffs are necessary. Individual employees shall receive notice in writing of the layoff not less than fourteen (14) calendar days prior to the effective date of such layoff, with copies sent thereof to the Union. If it is determined that the force of the Fire Department is to be reduced, and employees covered by this Agreement are involved, such employees shall be laid off according to their seniority in accordance with the provisions of 65 ILCS 5/10-2.1-18. No new employees will be hired while there is a qualified bargaining unit member on layoff.

12.5 RECALL. Employees who are laid off shall be placed on a recall list for a period of five (5) years. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work to which they are recalled. Written notice of any recall shall be given to eligible employees by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the responsibility of the employee to provide the Fire Chief with his or her latest mailing address. The employee must give written notice of intent to return to work within fourteen (14) days of the mailing of the recall notice. Once the employee gives written notice of intent to work said employee will have thirty, (30) days to report to duty. If the employee does not respond within fourteen (14) days of the recall notice it shall be cause for his/her name to be removed from

the recall list.

12.6 SENIORITY LIST. The Village shall maintain a current seniority list. This list shall be made available to the Union by January 15 of each successive year after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Fire Chief within 10 days after the list has been made available to the Union or otherwise, such alleged error shall be deemed waived.

ARTICLE XIII

BENEFITS

13.1 HEALTH/DENTAL INSURANCE.

a) The Village shall participate in a basic life and hospitalization/dental insurance program with benefits for all employees and their dependants. The coverage and benefits currently in effect shall remain substantially the same for the term of this agreement. The cost of said program will be shared by the employees with the employee paying twenty percent (20%) for the term of this contract, with the employer paying the balance of said program.

b) The association shall be given thirty (30) days notice of an insurance change with the association to be allowed to participate in the selection process and due consideration given to its opinions by the corporate officials in the making of their decision, it being understood that the corporate officials shall be the final authority in deciding the insurance company to be chose.

13.2 LIFE INSURANCE. The Village will provide life insurance in the amount of \$50,000.00 as provided through the group health plan of the Village applicable to all employees.

13.3 VOLUNTEER EMPLOYEE BENEFIT ASSOCIATION (VEBA). The Village will establish, administer and maintain a Voluntary Employee Benefit Association (VEBA). All bargaining unit employees shall participate in the VEBA.

13.4 PENSIONS. For the term of this Agreement, the Employer agrees to maintain its obligations to the Firemen's Pension Fund as required by the Illinois Pension Code, 40 ILCS 5/1-101 et. seq.

13.5 MAINTAINING OF PHYSICAL FITNESS. The Village will allow bargaining unit members to work out on duty for a one-hour period. The Village of Bradley shall establish an arrangement with a local fitness facility to provide for an on-duty work out site for bargaining unit members. The cost of such arrangement shall not exceed \$20 per member per month, and shall be subject to annual review by the Village to determine whether to renew the program each year during the term of this Agreement. The bargaining unit members shall keep a written log of their time spent at the facility and make said log available to the Village upon request. The Village agrees to require an annual health exam for full-time employees meeting the NFPA 1582 standard through the Riverside Occupational Health Clinic.

ARTICLE XIV

RULES AND REGULATIONS

14.1 EXISTING RULES AND REGULATIONS. The Fire Chief and the Union President have reviewed the existing Fire Department rules and regulations. The parties have agreed upon all rules and regulations covering the members of the bargaining unit and the membership agrees to abide by all rules and regulations in effect upon the signing of this Agreement.

14.2 NEW RULES. It shall be the sole province of the Fire Chief to adopt rules and regulations for the Fire Department. In the event of the institution of any new rule, which affects wages, hours and other conditions of employment, the Union shall be given the opportunity to negotiate with the Village respect to those effects. However, such bargaining right shall not delay the effective date of the new rule or regulation instituted by the Fire Chief.

ARTICLE XV

GENERAL PROVISIONS

15.1 BULLETIN BOARDS. The Village Agrees to furnish suitable space for bulletin boards in convenient locations in each work area to be used only by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards.

15.2 TRAVEL EXPENSES. The Village shall supply a Village vehicle for travel to training classes. If no Village vehicle is available and the employee uses his own vehicle while attending an education activity, said employee shall be reimbursed the IRS Allowable limit per mile. The Village will reimburse up to \$50 per day to employees attending training classes for meal expenses related to the training upon the provision of receipts to the Village for said meals.

15.3 EXAMINATION OF RECORDS. The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable time with the employee's consent. 24-Hour advanced notice to the Village is required and the examination shall be conducted

during regular business hours.

15.4 LIABILITY COVERAGE. The Employer shall provide liability coverage for firefighters operating within the scope of their employment as Paramedics at the same level as in effect at the time of the signing of this Agreement.

15.5 PROMOTIONS. All promotions shall be in accordance with the Fire Promotion Act, 50 ILCS 742/1, et seq. The Union and the Village agree that, in the event that the Union makes a request to bargain the impact or effects of a matter involving significant changes in the structure of the Bradley Fire department as currently provided by the Village, the Village will bargain with the Union on the same basis as if the request was made at a time when the contract had expired to the extent such request relates to subjects that are mandatory subjects of bargaining as defined by Section 7 of the IPLRA. This process shall not prohibit the Village from implementing such changes regardless of whether the impact bargaining has concluded.

15.6 PART-TIME PERSONNEL. To maintain the safety of the bargaining unit employees, all part-time personnel covering a bargaining unit assignment, shall be certified through the Office of the State Fire Marshall as a Firefighter II and will be certified at minimum to EMS level of certification as the full-time person whose shift they are filling. Additionally, to cover a full-time shift assignment as Engineer, part-time personnel shall also be a certified Fire Apparatus Engineer through the Office of the State Fire Marshall.

15.7 DEFINITION OF DEPARTMENTAL DUTIES. The members of the bargaining unit shall be required to perform those duties related to and in direct support of; fire suppression, prevention and fire, and EMS education along with those

duties related to the delivery of Emergency Medical Services. Bargaining unit members will also be required to perform additional duties consistent with what was in effect prior to this Agreement.

15.8 RESIDENCY. Bargaining unit members will be required to have a primary residence within thirty (30) miles of the Village limits of Bradley.

15.9 EXPOSURE TO DISEASES. The Employer agrees to pay all expenses for inoculation, immunization shots or testing for employees when such becomes necessary as a result of said employee's exposure to contagious diseases while in the line of duty.

15.10 MANNING. There will be a minimum of one (1) Bradley Fire Department employee on duty at any given time. This person may be a full time or part time employee.

ARTICLE XVI

UNION RIGHTS

16.1 ACTIVITY DURING WORKING HOURS. Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay, if working to attend grievance hearings, grievance meetings or labor-management meeting with the Employer, if by virtue of their position with the Union, their attendance is necessary. Attendance shall be subject to reasonable prior notice and the approval of the Fire Chief, which approval shall not be unreasonably denied or withheld. On Duty Personnel shall not be allowed to attend if such attendance interferes with the operations of the Department.

16.2 ATTENDANCE AT UNION MEETINGS. The Employer agrees that members of the Union shall be permitted, to attend local union meetings while on

duty. The meetings will take place at Fire Station #1 on the first Tuesday of the month. If the meeting date falls on a holiday it will be rescheduled for the following Monday. Special meetings may be called with the approval of the Fire Chief. On duty personnel shall not attend if such attendance conflicts with operations of the department.

16.3 DELEGATES. Any employee(s) chosen as delegates to attend an International Association of Fire Fighters seminar or meeting shall be allowed use of available time off options to attend any such meetings or seminars.

ARTICLE XVII

PARAMEDICS

17.1 PARAMEDIC STAFFING. The Paramedic Service of the Fire Department shall be staffed with firefighters who have secured EMT or Paramedic certification from the State of Illinois and the emergency medical system under which the Fire Department operates its Advance Life Support service. The parties recognize that minimum of one paramedic is required to staff the department's Paramedic Service. The only exceptions to this will be if the full-time firefighter/paramedic is on a fire call when the ambulance is requested or in the case of multiple calls.

17.2 PARAMEDIC TRAINING. Training of the members of the Department participating in the program shall normally take place during regular duty hours. Where training activities are scheduled at a time when a participant is not regularly scheduled to work, such training shall be treated as overtime and compensated in accordance with Overtime Provision(s) of this Agreement.

Participants may also enroll in additional education courses and seminars offered by outside agencies to enhance their skills as Paramedics and receive compensation for course expenses, where enrollment is approved by the Chief. (The Village agrees to cover all expenses for certification in the following areas; Advanced Cardiac Life Support, Pediatric Advanced Life Support, Basic Trauma Life Support - Advanced Provider and Expanded Scope Paramedic.) The Village also agrees to cover any expenses in upgrading an employees Paramedic license if the State of Illinois changes the Paramedic curriculum and requires additional courses to maintain licensure at the highest paramedic level.

ARTICLE XVIII

ALCOHOL/DRUG POLICY

18.1 RATIONALE. Whereas to effectively enforce the laws of the Village and the State of Illinois; to ensure the confidence of fellow Firefighters and the public; and, to better avoid accidents and injuries, the Village of Bradley and the Bradley Firefighters Local 4288 recognize the importance of a drug and alcohol free workplace.

18.2 POLICY.

A. Alcohol.

Alcoholic beverages are not illegal. However, no alcohol may be consumed at the workplace and no employee shall be under the influence of alcohol while on duty. Any on-the-job abuse of alcohol will not be tolerated. Reasonable suspicion of on-the-job alcohol abuse, articulable by a supervisor will serve as a basis for an ordered alcohol test. If it is determined that an employee has consumed alcohol while on duty or is under the influence of alcohol while on duty the Firefighter shall be subject to

appropriate discipline.

Any Firefighter who believes he/she may have an alcohol problem is encouraged to voluntarily seek assistance. If it is determined that an employee may have an alcohol problem, the Village will encourage the employee to seek help and it will provide information on available assistance program(s).

If an employee is diagnosed as having an alcohol problem, he or she will be allowed to enter a treatment program available through his or her medical insurance plan. The employee will be allowed the use of accumulated sick or other leave time for confidential treatment. The Village will not take adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol related problem provided the employee participates in the treatment program recommended by the physician involved and discontinues his/her abuse of alcohol.

B. Prescribed Drugs.

Drugs prescribed by a physician for use by an employee are exempt from sanctions provided the prescription is used as intended. An employee shall notify his/her supervisor of all medication prescribed that may affect an employee's ability to perform his/her duties. If the medication prohibits the use of machinery, an employee may not drive a vehicle. Employment sanctions will not be enforced against any Firefighter testing positive for using prescribed drugs provided the prescription is used as intended.

Any abuse of prescribed drugs lawfully obtained shall be handled in the same manner as alcohol abuse.

C. Non-Prescribed Drugs.

Possessing, using, selling, purchasing or delivering any illegal drug at any time or under any circumstances is prohibited. The mere possession of non-prescribed drugs is illegal and therefore viewed in a different light than alcohol or lawfully obtained prescribed drugs unless in accordance with duty requirements.

18.3 MANDATORY DRUG TESTS.

Each Firefighter will be given a drug test during the annual/biannual physical exam given by the Fire Department.

All mandatory drug tests will be paid for by the Village.

Reasonable suspicion of on-the-job drug use or impairment, articulable by a supervisor, will also be a basis for a drug test.

A. Alcohol Testing Procedure.

Alcohol in the system is found through breath test instruments. These are simple, non-invasive devices that generate an immediate result. Other methods of testing for alcohol are the blood test and the urine sample test. The blood test is the most invasive and least desirable. Urine sample testing can be performed in a medical environment which recognizes the importance of privacy.

Medical professionals generally presume that a blood-alcohol level of 0.05% may produce symptoms of lowered alertness and impaired judgment. Test results showing 0.05% or more shall be considered positive. Testing shall be administered only by a certified breathalyzer technician employed by a public law enforcement agency, a clinical laboratory or hospital facility which is certified by the State of Illinois to perform alcohol testing,

B. Drug Testing Procedure.

Drug testing is most generally accomplished through the use of urine sample testing. Because of the effect that a positive result will have on the careers and reputation of the tested employee, every reasonable precaution will be taken to insure there is no reasonable doubt about the results. Toward this goal, two (2) samples and multi-phasic tests will be incorporated in the established drug testing procedures.

1. Use of Independent Laboratories. Laboratories used shall be certified by the National Institute on Drug Abuse (NIDA).
2. Testing. Tests will be used in ascending order. The EMIT (M50) test (an enzyme immunoassay technique) will be conducted first. This is the most inexpensive of tests. EMIT (M50) will only indicate positive or negative results. If this test is negative, further testing is terminated.

If the EMIT (M50) test shows positive, it will be confirmed by a GC/MS (Gas Chromatography/Mass Spectrometry) method.

Notifications by the laboratories will be made only to the Fire Chief if the sample is confirmed positive by both the initial and Gas Chromatography/Mass Spectrometry test. Notification to the Fire Chief will be followed by a written report. The involved employee will be placed on Leave by the Fire Chief pending disciplinary action, upon notification of a positive result of the GC/MS Test.

No action will be taken, nor will the affected employee be notified of any positive showing of the EMIT (M50) when the testing is part of the annual or biannual physical. When the testing is ordered due to reasonable suspicion or on-the-job drug use or impairment, no adverse employment action except temporary reassignment or

relief of duty may result until the testing procedures are complete.

This testing will be performed in such a manner as to preserve an employee's right to privacy while insuring a high degree of security for the sample. The procedures of the laboratory or facility testing the sample shall be followed and a chain of custody for the sample from collection through testing shall be established.

18.4 DISCIPLINE PROCEDURES - DRUG SCREEN.

A. If a Firefighter has a confirmed positive test as a result of the annual or biannual physical examination, the firefighter or paramedic will be placed on unpaid leave. The employee shall be afforded the opportunity at his/her expense to voluntarily seek treatment, counseling or other support.

If the Firefighter chooses such treatment he/she will be assigned appropriate duty with pay as determined by the Fire Chief. The employee must agree to participate and complete the treatment program as determined by the involved physician(s); discontinue use of illegal drugs; and agree to submit to random testing during hours of work for a period of twelve (12) months. If the Firefighter refuses to agree to the foregoing, the Fire Chief may institute appropriate disciplinary procedures.

B. If a Firefighter has a confirmed positive test as the result of ordered testing due to reasonable suspicion of drug abuse, the Fire Chief may immediately institute disciplinary proceedings or, alternatively, the Fire Chief in consultation with the Chairperson of the Village's Public Safety Committee may allow the Firefighter at his/her expense to voluntarily enter an appropriate treatment program. If this alternative is allowed the employee shall, after exhausting all available leave, be given a leave of absence without pay to complete the treatment program. Upon

completion the employee may return to such duties as are assigned by the Fire Chief provided the employee has discontinued his/her use of illegal drugs; the involved physician certifies that the employee has completed the treatment program and is drug free, the employee agrees to continue in any physician recommended after care program; and, the employee agrees to submit to random testing during work hours for a period of twelve (12) months.

C. Refusal To Submit To Testing.

Any Firefighter who fails to submit to a drug alcohol test as requested will be given a "Notice to submit to a drug/alcohol test" form by his/her supervisor, which, in writing, outlines the possible disciplinary action that can be taken for any refusal to submit.

If the Firefighter still refuses to submit to a requested drug or alcohol test, he/she will be placed immediately unpaid administrative leave pending disciplinary action by the Fire and Police Commission.

ARTICLE XIX

NO STRIKE. NO LOCKOUT. AND NO CONTRACTING OUT

19.1 NO STRIKE. No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement.

19.2 NO LOCKOUT. No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

19.3 NO CONTRACTING OUT. The Village of Bradley agrees that effective

upon the signing of this Agreement, that in no event shall the Village contract or subcontract out for the provisions of any services currently performed by members of the bargaining unit, including but not limited to fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services during the term of this Agreement.

ARTICLE XX

SAVINGS CLAUSE

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

ARTICLE XXI

COMPLETE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to all terms and conditions covered in this Agreement. With regard to matters related to wages, hours and other terms and conditions of employment not covered in this Agreement it is understood that prior to any change in existing conditions, the Village must engage in collective bargaining as required by the Illinois Public Labor Relations Act. Any amendments to this Agreement must be mutually agreed to and set forth in writing.