



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
November 2, 2020 at 7:30 PM

Fifty Raupp Blvd
Buffalo Grove, IL 60089-2100
Phone: 847-459-2500

1. Call to Order

A. Open Meetings Act Compliance

Pursuant to Public Act 101-0640 as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held in person with capacity-limited physical attendance. Those not willing or able to physically attend can still fully participate electronically by utilizing the Zoom link below.

Zoom Link: www.vbg.org/november2boardmeeting

Phone Number: 312-626-6799

Meeting ID: 865 3518 3593

Instructions for how the public can see, listen and/or participate in meetings are listed immediately below this statement.

In accordance with the Open Meetings Act, any person shall be permitted an opportunity to address public officials under the rules established and recorded in the Buffalo Grove Municipal Code. The Village President reserves the right to alter the order of the appearance of speakers to maintain decorum during the meeting.

Due to the COVID-19 pandemic and CDC guidelines for social distancing, physical attendance is limited to 25 persons including to Elected Officials and Staff. All seats are on a first come, first served basis. All persons physically attending the meeting will be required to don an appropriate face covering during the duration of the meeting and shall be required to undergo a body temperature scan before entering the Jeffrey S. Braiman Council Chambers. The Village of Buffalo Grove reserves the right to deny entry to any person displaying COVID-19 symptoms or a body temperature exceeding 100.4 degrees Fahrenheit. All meeting participants shall observe CDC-published guidelines for social distancing while attending the meeting.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Oct 19, 2020 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1321 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. Proclamation Recognizing Veterans Day (President Sussman) (Staff Contact: Evan Michel)

5. Village Manager's Report

- A. IDPH Region 9 and 10 Mitigation Measures
- B. Announcement of 2021 Draft Budget (Trustee Weidenfeld) (Staff Contact: Dane Bragg)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

All items listed on the Consent Agenda, which are available in this room this evening, are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered after all other items of business on the Regular Agenda under New Business. (Attached).

- A. Authorization to Execute Contract Extensions with Multiple Vendors (Trustee Weidenfeld) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends that the Village President and Board of Trustees authorize staff to execute the following Contract extensions as listed below and further detailed in the attached memo.

An extension of the engagement of Wold Ruck Pate to provide architectural services as needed.

A one year extension of the agreement with MGP to provide Geographical Information Services (GIS).

An extension of the engagement of Filippini Law Firm to provide economic development legal services as needed.

A fifth and final contract option with Presstech for Newsletter Printing Services.

A second two year contract option with Americana Landscape for Landscaping services.

A third and final contract option with City Escape and Garden Design for right of way and median mowing services.

A second year contract option with DataProse LLC for right of way and Utility Bill Printing and Mailing Services.

- B. R-2020-50 Resolution Approving Revisions to the Municipal GIS Partners(MGP) Contract (Trustee Johnson) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends approving a resolution authorizing staff to make the specified revisions to the Contract between the Village of Buffalo Grove and MGP for Geographical Information Services. There is no cost associated with the changes.

- C. O-2020-88 Ordinance Amending Chapter 15.20 of the Buffalo Grove Fence Code (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

SUMMARY: The Village is proposing amendments to Section 15.20 of the Municipal Code pertaining to fences. The proposed amendments address corner side yard setbacks and six foot solid fences. The Planning & Zoning Commission recommended approval. Staff concurs with this recommendation.

9. Ordinances and Resolutions

- A. O-2020-85 Ordinance Approving a Building Inspection Services Agreement (Trustee Smith) (Staff Contact: Chris Stilling)
- B. O-2020-86 Ordinance Amending Section 15.04.020 of the Village Code Regarding Recovery of Costs for Third Party Plan Review Services (Trustee Smith) (Staff Contact: Chris Stilling)
- C. O-2020-87 Ordinance Amending Section 2.08 of the Village Code Regarding the Appointment of a Building Commissioner (Trustee Smith) (Staff Contact: Chris Stilling)
- D. O-2020-89 Ordinance Approving Amendments to Section 15.36 of the Village Code Concerning Rental Inspections (Trustee Smith) (Staff Contact: Nicole Woods)
- E. O-2020-90 Ordinance Approving Amendments to Section 1.16 of the Village Code Concerning Fees for the Residential Rental Program (Trustee Smith) (Staff Contact: Nicole Woods)
- F. R-2020-51 Resolution to Submit an Illinois Transportation Enhancement Program (ITEP) Funding Application (Trustee Stein) (Staff Contact: Kyle Johnson)

10. Unfinished Business

11. New Business

- A. Approval of Contract Between the Village and Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, IAFF, AFL-CIO, CLC for the Period of May 1, 2020 - April 30, 2023 (Trustee Ottenheimer) (Staff Contact: Arthur Malinowski)
- B. Award of Bid Cold Patch (Trustee Johnson) (Staff Contact: Brett Robinson)
- C. Truth in Taxation Determination (Trustee Weidenfeld) (Staff Contact: Chris Black)

12. Questions From the Audience

Questions from the audience are limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 10 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Adjournment

The Village Board will make every effort to accommodate all items on the agenda by 10:30 p.m. The Board, does, however, reserve the right to defer consideration of matters to another meeting should the discussion run past 10:30 p.m.

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS,
50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO
CONFERENCING MONDAY, OCTOBER 19, 2020**

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. This meeting is being conducted in person and via audio and video conferencing.

ROLL CALL

Roll call indicated the following physically present: Trustees Stein, Weidenfeld, Ottenheimer, Johnson, and Smith. President Sussman and Trustee Pike were present by audio/video conference.

Also present in person and via audio/video were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Evan Michel, Management Analyst; Brett Robinson, Director of Purchasing; Police Deputy Chief Eisenmenger; and Fire Chief Baker.

APPROVAL OF MINUTES

Moved by Johnson, seconded by Stein, to approve the minutes of the September 21, 2020 Rescheduled Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the October 5, 2020 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

WARRANT #1320

Mr. Robinson read Warrant #1320. Moved by Weidenfeld, seconded by Johnson, to approve Warrant #1320 in the amount of \$5,098,319.56 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

Moved by Ottenheimer, seconded by Weidenfeld, to approve a Proclamation changing the name of the CRD to the Rick Kahen Commission for Residents with Disabilities.

Board members recalled their memories of working with Rick Kahen and praised him for the contributions and lasting impact that he had on the Village of Buffalo Grove, noting that he was a wonderful person and will be missed by all who know him, as well as those whose lives he indirectly enhanced.

The Proclamation declaring that the Buffalo Grove Commission for Residents with Disabilities will hereby be known as the **Rick Kahen Commission for Residents with Disabilities** was then read.

Minutes Acceptance: Minutes of Oct 19, 2020 7:30 PM (Approval of Minutes)

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

Moved by Weidenfeld, seconded by Ottenheimer, to pass **Resolution No. 2020-49** extending Executive Order 2020-10.

Mr. Bragg reviewed the proposed resolution. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

President Sussman congratulated Kyle Johnson, Civil Engineer, who has received the **2020 Young Government Civil Engineer of the Year** award from the Illinois Chapter of the American Society of Civil Engineers.

VILLAGE MANAGER'S REPORT

Chief Baker reviewed the backgrounds of **Lieutenant Bill Navarro**, as well as new **Firefighter/Paramedic Brian Chrencik** and **Firefighter/Paramedic Ken Whisler**, after which all had their badges pinned on by family members. All three gentlemen were then congratulated by the audience and the Board.

Rotary Past President Shawn Collins noted that the Buffalo Grove Rotary Club presents the Firefighter of the Year Award each year to recognize all of the hard work that the Fire Department provides to the residents of Buffalo Grove. Chief Baker reviewed the career and accomplishments of Firefighter/Paramedic Gary Steadman as he presented the **2019 Firefighter of the Year Award** to him.

Deputy Chief Eisenmenger reviewed the Police Officer of the Year and Special Commendation Awards,

Rotary Past President Bill Donahue presented a brief history and purpose of Rotary, and summarized the career and accomplishments of Sergeant Tony Montiel as he presented the **2019 Police Office of the Year Award** to Sergeant Montiel.

Deputy Chief Eisenmenger briefly commented on Investigator Brian Hansen's career with the Buffalo Grove Police Department.

Mr. Donahue reviewed Investigator Hansen's career and highlighted specific accomplishments which earned him the **2019 Special Commendation Award**, as he presented the award to Investigator Hansen.

All of the honorees were then congratulated by the audience and the Board.

Melanie Santostefano, Rotary President, read a Proclamation declaring **World Polio Day in Illinois** to raise awareness of Polio disease and in support of Polio Research Illinois' important efforts to improve the quality of life of those who are battling this disease.

REPORTS FROM TRUSTEES

Trustee Ottenheimer read a letter from the **Farmer's Market Committee** summarizing their efforts to produce a Farmer's Market every week during this difficult year, noting that 2020 attendance was the largest in the 11-year history of the Farmer's Market, and they thanked the vendors, the volunteers and the community for their support.

CONSENT AGENDA

President Sussman explained the Consent Agenda, stating that any member of the audience or the Board could request that an item be removed for full discussion. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda; there were no such requests.

Proclamation – Native American Heritage Month

Motion to approve a Proclamation designating November 2020 as Native American Heritage Month.

WAN Tower

Motion to approve the WAN Tower Project Change Order, authorizing the Village Manager to execute this change order as it is in the best interests of the Village of Buffalo Grove.

Resolution No. 2020-47 – Closed Session Minutes

Motion to pass Resolution No. 2020-47, relating to the semi-annual review of Closed Session minutes, and noting that the minutes cited in the Resolution require confidentiality.

Ordinance No. 2020-77 – 401 W. Dundee Road

Motion to pass Ordinance No. 2020-77, granting a sign variation for an electronic sign at 401 W. Dundee Road for Kingswood Church.

Ordinance No. 2020-78 – Liquor Controls

Motion to pass Ordinance No. 2020-78, amending Chapter 5.20 – Liquor Controls rescinding the license for Liquor City, Inc. at 765 S. Buffalo Grove Road.

Ordinance No. 2020-79 – Towing Fees

Motion to pass Ordinance No. 2020-79 amending Section 10.20.030 of the Municipal Code – Towing Fees.

Ordinance No. 2020-80 – No Parking

Motion to pass Ordinance No. 2020-80 Thompson Boulevard and Brandywyn Lane *No Parking* Signs.

Ordinance No 2020-81 – Adjudication Software

Motion to pass Ordinance No. 2020-81, DACRA E-Citation and Adjudication Software, authorizing the Village Manager to execute an agreement with DACRA Tech LLC in a not-to-exceed amount of \$25,800.00 per year, pending review and approval of the agreement by the Village Attorney.

Moved by Smith, seconded by Ottenheimer, to approve the Consent Agenda. Upon roll call, Trustees voted as follows on the amended Consent Agenda:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-82 – TREE TRIMMING

Moved by Pike, seconded by Stein, to pass Ordinance No. 2020-82, authorizing the Village Manager to execute a contract with Advanced Tree Care Inc. for tree trimming services at a not-to-exceed amount of \$120,000.00 in accordance with the Illinois Governmental Joint Purchasing Act, pending review and approval of the contract by the Village Attorney.

Minutes Acceptance: Minutes of Oct 19, 2020 7:30 PM (Approval of Minutes)

Mr. Robinson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of October 14, 2020.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-83 – FIRE FLEET SERVICES

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2020-83, waiving bids and authorizing the Village Manager to execute a contract with Fire Service Inc. for Fire Fleet Maintenance at a not-to-exceed amount of \$175,000.00 pending review and approval of the agreement by the Village Attorney.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of October 14, 2020, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-84 – PARKING LOT SNOW REMOVAL

Moved by Pike, seconded by Ottenheimer, to pass Ordinance No. 2020-84, waiving bids and authorizing the Village Manager to execute a contract with Snow Systems for Parking Lot Snow Removal Services at a not-to-exceed price of \$110,000.00 pending review and approval of the agreement by the Village Attorney.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of October 15, 2020, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2020-48 – ROAD SALT

Moved by Pike, seconded by Johnson, to pass Resolution No. 2020-48, authorizing the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Cargill Inc. at a price not to exceed \$102,249.00 in accordance with the Illinois Governmental Joint Purchasing Act.

Mr. Robinson reviewed the proposed resolution, details of which are contained in his memo to Mr. Bragg of October 14, 2020.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

President Sussman reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda; there were no such questions.

ADJOURNMENT

Moved by Johnson, seconded by Stein, to adjourn the meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:26 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 2nd DAY OF November 2020

Village President

Minutes Acceptance: Minutes of Oct 19, 2020 7:30 PM (Approval of Minutes)



Action Item : Approval of Warrant #1321

Recommendation of Action

Staff recommends approval.

Total Warrant: \$4,042,534.91

ATTACHMENTS:

- W#1321 Summary (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, November 2, 2020	
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VILLAGE OF BUFFALO GROVE WARRANT #1321
2-Nov-20

General Fund:	348,834.61
Parking Lot Fund:	0.00
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations	0.00
Capital Projects-Facilities:	0.00
Capital Projects-Streets:	85,299.99
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	0.00
Water Fund:	2,482,761.14
Buffalo Grove Golf Fund:	2,194.86
Arboretum Golf Fund:	5,782.03
Refuse Service Fund:	66,882.41
Information Technology Internal Service Fund:	50,947.14
Central Garage Internal Service Fund:	12,128.88
Building Maintenance Internal Service Fund:	29,256.86
	<u>3,084,087.92</u>
 PAYROLL PERIOD ENDING 10/29/2020	 958,446.99
	<u>958,446.99</u>
 TOTAL WARRANT #1321	 <u><u>4,042,534.91</u></u>

APPROVED FOR PAYMENT BY THE PRESIDENT AND BOARD OF TRUSTEES OF
 THE VILLAGE OF BUFFALO GROVE, ILLINOIS

 Village Clerk

 Village President

Attachment: W#1321 Summary (Approval of Warrant #1321)



Information Item : Proclamation Recognizing Veterans Day

Recommendation of Action

N/A

A proclamation recognizing November 11, 2020 as Veterans Day in the Village of Buffalo Grove.

ATTACHMENTS:

- Vets Day Proc(DOCX)

Trustee Liaison

Sussman

Staff Contact

Evan C Michel, Office of the Village Manager

Monday, November 2, 2020	
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Village of Buffalo Grove Proclamation Recognizing Veterans Day

WHEREAS, the greatest acknowledgement of our freedom is to honor our armed forces veterans who have sacrificed and in many instances paid the ultimate price for our freedom; and

WHEREAS, Buffalo Grove recognizes and respects the numerous veterans in the community for their many contributions; and

WHEREAS, we, along with millions of other Americans, can attest to the importance of their sacrifices and contributions for our freedom and security; and

WHEREAS, both men and women of our armed forces continue to be an inspiration to all of us through their demonstration of courage, leadership and commitment in service to our community and country; and

WHEREAS, in 1975, Congress voted to make November 11, Veterans Day, in honor of our veterans, living and dead, who served in the armed forces; and

WHEREAS, we in Buffalo Grove will always remember and pay homage to our military community, both active and inactive, for their contribution, dedication and commitment to the 1 cause of our freedom.

NOW, THEREFORE, be it resolved that in observance of Veterans Day, Wednesday, November 11, 2021, Buffalo Grove proudly joins the rest of our nation to salute and give special honor and recognition to the men and women who served us in our armed forces.

Proclaimed this 2nd day of November 2020.

Beverly Sussman
Village President



Information Item : Announcement of 2021 Draft Budget

Recommendation of Action

Staff recommends discussion.

The Draft 2021 Budget will be available for public inspection on the village's website at www.vbg.org/budget on 11/3/2020.

Trustee Liaison

Weidenfeld

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, November 2, 2020	
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Action Item : Authorization to Execute Contract Extensions with Multiple Vendors

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village President and Board of Trustees authorize staff to execute the following Contract extensions as listed below and further detailed in the attached memo.

An extension of the engagement of Wold Ruck Pate to provide architectural services as needed.

A one year extension of the agreement with MGP to provide Geographical Information Services (GIS).

An extension of the engagement of Filippini Law Firm to provide economic development legal services as needed.

A fifth and final contract option with Presstech for Newsletter Printing Services.

A second two year contract option with Americana Landscape for Landscaping services.

A third and final contract option with City Escape and Garden Design for right of way and median mowing services.

A second year contract option with DataProse LLC for right of way and Utility Bill Printing and Mailing Services.

ATTACHMENTS:

- Contract Extensions Fall 2020 (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Brett Robinson, Finance

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 29, 2020

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Purchasing Manager

SUBJECT: Fall Contract Extensions

Dane, Staff will bring the following recommendations for contract extensions before the Village Board as a single item on November 2nd as has been done in the past.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a 1 year contract option with Wold Ruck Pate for Architectural Services to cover the period from February 28, 2021 to February 27, 2023. This work would be expected to continue to be done within the 2021 approved budget amount. Prices are based upon Project Cost at 6.5% for new construction and 8.5% for renovations. These services are only used as needed.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one year contract option with Municipal GIS Partners, Inc. for Geographical Information Services to cover the period from January 1, 2020 to December 31, 2020. No increase is expected and the base contract amount is set at a not to exceed amount of \$145,901.00

Staff recommends an extension of the engagement of Filippini Law Firm to provide economic development legal services on an as needed basis.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the fifth year contract option with Presstech, Inc., for Printing Services to cover the period from January 1, 2021 to December 31, 2021. This work would be expected to continue to be done within the 2021 approved budget amount. The base contract amount is set at a not to exceed amount of \$24,475.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second 2 year contract option with Americana Landscape., for Landscape Services to cover the period from March 19, 2021 to March 19, 2023. This work would be expected to continue to be done within the 2021 approved budget amount. The base contract amount is set at a not to exceed amount of \$201,316

Staff recommends that the Village President and Board of Trustees authorize staff to execute the third and final contract option with City Escape Garden and Design., for Right of Way and Median Mowing Services to cover the period from March 19, 2020 to March 19, 2021. This work would be expected to continue to be done within the 2021 approved budget amount. The base contract amount is set at a not to exceed amount of \$104,467

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second year contract option with DataProse LLC., for Utility Bill Printing and Mailing Services to cover the period from January 1, 2021 to December 31, 2021. This work would be expected to continue to be done within the 2021 approved budget amount. The base contract amount is set at a not to exceed amount of \$10,200

I have reviewed the performance of each of the above listed contractors/vendors with the staff from the individual department responsible for managing each contract. Staff has reported back that each of the above listed contractors has either met or exceeded the expectations of the contract.



**Resolution No. R-2020-50 : Resolution Approving Revisions to the
Municipal GIS Partners(MGP) Contract**

Recommendation of Action

Staff recommends approval of the revised agreement.

SUMMARY: Staff recommends approving a resolution authorizing staff to make the specified revisions to the Contract between the Village of Buffalo Grove and MGP for Geographical Information Services. There is no cost associated with the changes.

ATTACHMENTS:

- MGP Memo (DOCX)
- Resolution_Approving Revisions to MGP Contract (DOCX)
- MGP MASTER BuffaloGroveIL 2021 V03 (DOCX)

Trustee Liaison

Johnson

Staff Contact

Brett Robinson, Finance

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 29, 2020
TO: Dane Bragg, Village Manager
FROM: Brett Robinson, Purchasing Manager
SUBJECT: GIS Consortium Service Provider Contract Revision

Background

The GIS Consortium Service Provider Contract document was originally adopted in January of 2015 and recently revised on October 21, 2019. The Village has continued to use the selected service provider of the Geographical Information Services Consortium, Municipal GIS Partners (MGP).

The changes to the contract are minimal and have been proposed in order to provide the Village with less liability in the event of unforeseen global events.

Recommendation

Staff recommends approving a resolution adopting the revisions to GIS Consortium Service Provider Contract.

Attachments:

Redline copy highlighting the changes to the GIS Consortium Service Provider Contract.

RESOLUTION NO. 2020- _____**A RESOLUTION APPROVING REVISIONS TO CONTRACT BETWEEN THE
VILAGE OF BUFFALO GROVE AND MUNICIPAL GIS PARTNERS**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois, and 5 ILCS 220/1 et seq, of the Illinois Compiled Statutes, (1998), authorize and encourage intergovernmental cooperation; and

WHEREAS, this Contract was entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

Section 1. A responsibility exists to manage the geographical data that is a critical component required to deliver government services, and the approval of the revisions to the GIS Consortium Service Provider Contract will continue to allow Village staff to manage such data. Staff seeks to ensure proper usage and administration of the GIS program through the approval of the revised GIS Consortium Service Provider Contract.

The Village President and Board of Trustees do hereby authorize staff to make revisions to, and accept the GIS Consortium Service Provider Contract attached to this Resolution.

Section 2. This Resolution shall be in full force and in effect from and after its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Approved:

Village President

ATTEST:

Village Clerk

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this ____ day of _____, 20____, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as “Parties”).

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment, operation and maintenance of a geographic information system for the use and benefit of the Parties.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word “shall” is mandatory; the word “may” is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) “GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM” or “GISC” means the organization created pursuant to this Agreement.
- (b) “GIS,” means geographic information system.
- (c) “BOARD” means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) “CORPORATE AUTHORITIES” means the governing body of the member governmental unit.
- (e) “MEMBER” means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) “FORMER MEMBER” means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) “UNIT OF LOCAL GOVERNMENT” or “GOVERNMENTAL UNIT” means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) “SOFTWARE” means computer programs, form designs, user manuals, data specifications and associated documentation.
- (i) “SERVICE PROVIDER” means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic

information systems, for the Members.

- (j) “SECONDARY SERVICE PROVIDER” means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) “INTELLECTUAL PROPERTY” means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine annual rates and usage levels for the members and other ancillary powers to administer GISC.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

VII. Financial Matters

Section 1. The fiscal year of GISC shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISC.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISC facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging

nonmembers for services rendered by GISC, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISC in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISC's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISC or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISC, shall forfeit its claim to any assets of GISC. Any terminated Member shall be subject to the provisions described elsewhere in this agreement.

IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
 - (i) All of its pro-rated share of any obligations;
 - (ii) Its share of all charges to the effective date of termination;
 - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of

GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
 - (i) Paying any unpaid sums due GISC,
 - (ii) Paying the costs of taking such software, and
 - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and

the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee

0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

Attachment: Resolution Approving Revisions to MGP Contract (R-2020-50 : GISC Service Provider Contract Revision)

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this ____ day of, _____ 20__.

_____ of _____

By: _____

Its: _____

ATTEST:

Village/City Clerk

Seal

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2021 (the “**Effective Date**”), by and between the Village of Buffalo Grove, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as **Exhibit A**.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the [CITY/MUNICIPALITY MANAGER] or his designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for 3 year(s) (the “*Initial Term*”).

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a “*Renewal Term*”).

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or

subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant’s business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant’s Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant’s Personnel and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data, record, which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice

to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from

which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties.

Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Buffalo Grove
Brett Robinson
Fifty Raupp Blvd
Buffalo Grove, IL 60089-2196
Attention: Brett Robinson
E-mail: brobinson@vbg.org

If to Consultant: Municipal GIS Partners, Incorporated
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the

party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF BUFFALO GROVE

By: _____
 Name: _____
 Its: _____

By: _____
 Name: _____
 Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
 INCORPORATED**

By: Donna J. Thomey
 Name: Donna Thomey
 Its: Management Support Specialist

By: Thomas A. Thomey
 Name: Thomas Thomey
 Its: President and General Manager

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as reasonably determined by the Consultant after consultation with the Municipality with respect to its need). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 1,154 hours of Site Analyst
2. 228 hours of Shared Analyst
3. 115 hours of Client Account Manager
4. 57 hours of Manager

¹For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

B. Service Rates

1. \$91.15 per hour for Site Analyst
2. \$91.15 per hour for Shared Analyst
3. \$106.90 per hour for Client Account Manager
4. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$145,901.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred forty-five thousand nine hundred one and 00/100 dollars.

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Exhibit A**SAMPLE Form of Supplemental Statement of Work**

Pursuant to and in accordance with Sections 1.2 and 12.10 of that certain GIS Consortium Service Provider Contract dated [INSERT DATE] (the “*Contract*”) between the _____ of _____ (the “*Municipality*”) and Municipal GIS Partners, Incorporated (the “*Consultant*”) hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK (“*SSOW*”):

1. Description of Additional Services:

[None] or [Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work]

2. Project Schedule/Term:

[Insert date by which supplemental work must be commenced and completed with any appropriate milestones]

3. Projected Utilization: [Insert rate effective dates]

- A. _____ hours of Site Analyst
- B. _____ hours of Shared Analyst
- C. _____ hours of Client Account Manager
- D. _____ hours of Manager

4. Service Rates: [Insert rate effective dates]

- E. \$_____ per hour for Site Analyst
- F. \$_____ per hour for Shared Analyst
- G. \$_____ per hour for Client Account Manager
- H. \$_____ per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$[INSERT]

Total Not-to-Exceed Amount for Services (Figures) : [INSERT]

In the event of any conflict or inconsistency between the terms of this SSOW and this Contract or any previously approved SSOW, the terms of this SSOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SSOW shall be governed

and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

Municipality of _____

Municipality Clerk

By: _____
[*MUNICIPALITY/CITY*] Manager

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: _____
Its: _____

By: _____
Its: _____



Ordinance No. O-2020-88 : Ordinance Amending Chapter 15.20 of the Buffalo Grove Fence Code

Recommendation of Action

The Planning & Zoning Commission recommended approval. Staff concurs with this recommendation.

SUMMARY: The Village is proposing amendments to Section 15.20 of the Municipal Code pertaining to fences. The proposed amendments address corner side yard setbacks and six foot solid fences. The Planning & Zoning Commission recommended approval. Staff concurs with this recommendation.

ATTACHMENTS:

- BOT Memo Re Fence Text Amendment (DOCX)
- Fence Ordinance (DOCX)
- PZC Minutes 10.21.20 (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Nicole Woods, Community Development

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 29, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Text amendment to the Fence Code (Title 15.20 of the Buffalo Grove Municipal Code), which modifies the code concerning corner yard setbacks and six foot solid fences.

BACKGROUND

The Buffalo Grove Fence Code was last amended in August, 2011 and has served the Village in providing regulations for the height, style, type, and placement of fences in the community. In recent years, a pattern has emerged where two types of variations have been consistently sought and approved:

1. Fences in the corner yard setback, and
2. Fences that are six feet and solid that run along properties that are adjacent to a contrasting use.

These two types of requests have accounted for approximately 35 variations in the past five years. As a result of the volume of fence variations, staff is seeking to modify the fence code to align with these variation approvals.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

On October 21st, the Planning & Zoning Commission unanimously recommended to the Village Board for the text amendment to Section 15.20.40 Fences in the Residential District, which modifies the code concerning corner yard setbacks and six foot solid fences.

Staff concurs with this recommendation.

PUBLIC HEARING COMMENTS

There were a few comments from the public concerning this request. There were no public comments speaking out against the recommendation. One member of the public spoke in favor of proposal while the remaining members of the public had clarifying questions regarding the proposed.

PROPOSED TEXT AMENDMENT

The following includes the text amendments for the Fence Code regarding Residential Districts as detailed in Section 15.20.40. New text is bold and underlined.

15.20.40 Residential Districts.

The following restrictions apply in residential districts:

- A. *Fences may be erected, placed and maintained to a height not to exceed six feet above ground level. No fence, other than an ornamental fence, shall be located nearer to the street*

than the front line of the building. It shall be permissible to erect a fence on a lot up to the lot line at the rear of a lot where the front and rear of the lot are both on a street. No fence may be erected to a height exceeding three feet above the street grade within forty-five feet of the intersection of any curb-lines or street lines projected.

B. ~~Fences may be erected, placed and maintained on corner lots to a height not to exceed six feet above ground level. No such fence shall be located nearer to any street than the building setback line.~~

Fences may be erected, placed and maintained on corner lots provided they maintain a minimum of four feet from the property line. Such fences must be of an open or a shadowbox style and shall not exceed five feet above ground level, and shall conform to all sections of the Fence Code.

C. Either solid or opaque fences may be erected, placed and maintained around patios to be a height not to exceed six feet above ground level or six feet above a wood deck. No such screening structure shall be located nearer to any interior lot line than permitted for the main building.

D. Either solid or opaque fences, to a height not to exceed six feet, may be erected, placed and maintained ~~along a shared lot line between~~ **on a** residentially zoned property, **which abuts a:**

1. Nonresidentially zoned property;
2. **Multi-family zoned property;**
3. Major streets and highways (as defined in the Village Transportation Plan);
4. **Parks; or**
5. A railroad right-of-way.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance amending the Fence Code (Title 15.20 of the Buffalo Grove Municipal Code), which modifies the code concerning corner yard setbacks and six foot solid fences.

Underlined = addition

~~Strikethrough~~ = delete

October 26, 2020

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 15.20 FENCE CODE

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS as follows:

Section 1. Section 15.20.40 of the Village of Buffalo Grove Municipal Code is hereby amended by adding the following:

15.20.40 Residential Districts.

The following restrictions apply in residential districts:

- A. Fences may be erected, placed and maintained to a height not to exceed six feet above ground level. No fence, other than an ornamental fence, shall be located nearer to the street than the front line of the building. It shall be permissible to erect a fence on a lot up to the lot line at the rear of a lot where the front and rear of the lot are both on a street. No fence may be erected to a height exceeding three feet above the street grade within forty-five feet of the intersection of any curb-lines or street lines projected.
- B. ~~Fences may be erected, placed and maintained on corner lots to a height not to exceed six feet above ground level. No such fence shall be located nearer to any street than the building setback line.~~

Fences may be erected, placed and maintained on corner lots provided they maintain a minimum of four feet from the property line. Such fences must be of an open or a shadowbox style and shall not exceed five feet above ground level, and shall conform to all sections of the Fence Code.

- C. Either solid or opaque fences may be erected, placed and maintained around patios to be a height not to exceed six feet above ground level or six feet above a wood deck. No such screening structure shall be located nearer to any interior lot line than permitted for the main building.
- D. Either solid or opaque fences, to a height not to exceed six feet, may be erected, placed and maintained ~~along a shared lot line between~~ on a residentially zoned property, which abuts a:
 - 1. Nonresidentially zoned property;
 - 2. Multi-family zoned property;
 - 3. Major streets and highways (as defined in the Village Transportation Plan);
 - 4. Parks; or

5. A railroad right-of-way.

Section 2. This Ordinance shall be in full force and in effect from and after its passage and approval. This ordinance may be published in pamphlet form.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk

10/21/2020

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, OCTOBER 21, 2020**

Call to Order

The meeting was called to order at 7:32 PM by Chairman Frank Cesario

2. Open Meetings Act Compliance

Pursuant to orders issued in response to the COVID-19 pandemic, this Public Hearing is closed to in-person, public attendance. The hearing is being held via Zoom web conference meeting, which permits the public to fully participate in the virtual Public Hearing via Zoom on a computer, tablet or phone. Details on how to access and participate in this online virtual hearing are available below. More information pertaining to the meeting information and links to the virtual meeting can be found at

<<https://us02web.zoom.us/j/89708021192>>

Or iPhone one-tap :

US: +13126266799,,89708021192# or +13017158592,,89708021192#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 301 715 8592 or +1 929 436 2866 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 897 0802 1192

International numbers available: <<https://us02web.zoom.us/j/89708021192>>

Public Hearings/Items For Consideration

1. Consider an Amendment to Chapter 15.20 Fence Code of the Buffalo Grove Municipal Code Allowing Residential Fences in the Corner-Side Yard Setback and Allowing Six Foot Solid Fences Under Certain Conditions. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

Deputy Community Development Director Woods gave a brief overview of the petition by the Village regarding fence modifications to corner yard setbacks and 6 foot solid fences on properties adjacent to contrasting use. Ms. Woods noted that swimming pools were not addressed in this modification and will be addressed at a later date.

Village Planner Akash provided additional detail on the fence modifications and the changes that were made from the previous meetings workshop.

Com. Goldspiel asked for clarification regarding information on packet page 6 which referenced 6 foot solid fences and asked if it should say 5 foot and the special criteria in paragraph D.

Village Planner Akash provided clarification regarding the height of a fence in that specific section of the code.

10/21/2020

Village Attorney Brankin stated that the section in question acts states a general maximum and the sections that are being changed hold the special criteria that states when 6 foot is not allowed.

Com. Goldspiel asked for additional clarification on paragraph D.

Village Planner Akash explained that paragraph D stands alone for those who do not meet the exceptions for a 6 foot fence and that a 6 foot open/shadow box fence would be permitted.

Com. Khan asked for additional clarification on section 15. He asked if 6 feet could be changed to 5 feet.

Deputy Community Development Director Woods gave an overview of the Code modifications for additional clarification. She also shared the documents that would aid the residents without having to read the Code.

Com. Khan provided additional modifications regarding the fence Code.

Village Planner Akash replied that the points Com. Khan made were good and will be addressed at another time as they are incorporated in other sections of the Code.

Chairperson Cesario asked the Village Attorney to review the language.

Village Attorney Brankin reminded the Commissioners that this is not a complete overhaul of the fence Code, the changes that are being presented today are to help mitigate the number of variations that come before the Commission that continue to be approved and help with the backlog of petitioners.

Com. Moodhe asked if staff checked with the police department.

Village Planner Akash said yes, staff talked with the police department.

Com. Weinstein agrees with the modifications to the fence Code and does not think the language needs to be modified anymore. Additionally, he commented that the handouts that staff provides gives that added clarification.

Com. Worlikar is also in favor of the modifications to the fence Code.

Village Planner Akash thanked the Commissioners for their help in modifying the fence Code and noted how helpful it will be in handling several permits in the pipeline that would otherwise need a variation.

Chairperson Cesario commented in favor of the modifications.

Chairperson Cesario entered the staff report as exhibit one

Public Comment:

Mr. Gusev thanked the commissioners for their time in making these modifications so he can put up his fence. He had some specific questions regarding his specific property that Village Planner Akash will help with.

Ms. Basham with Fence Solutions thanked the commissioners for recommending the approval of the fence modifications.

Ms. Tran thanked the commissioners for recommending approval of the fence modifications.

Public Hearing close 8:32 PM

10/21/2020

Com. Weinstein made a motion to recommend approval to the Village Board amendment to chapter 15.20 to the Buffalo Grove fence Code.

Com. Moodhe seconded the motion.

Com. Moodhe commented that the amendments do address the current issues and understands that a larger overhaul of the Fence Code is forthcoming.

Com. Goldspiel commented that he supports the amendments, but thinks more work needs to be done.

Com. Worlikar commented that this is good temporary fix and is in favor of the motion.

Com. Weinstein commented that he is in support of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Next: 11/2/2020 7:30 PM Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

Regular Meeting

Other Matters for Discussion

None

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Oct 7, 2020 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

Chairman's Report

None.

Committee and Liaison Reports

Com. Worlikar provided an overview of the last Village Board Meeting.

Staff Report/Future Agenda Schedule

Deputy Director of Community Development Woods provided an overview of the next agenda schedule.

Public Comments and Questions

None.

Adjournment

The meeting was adjourned at 9:00 PM

10/21/2020

Chris Stilling

APPROVED BY ME THIS 21st DAY OF October, 2020

Attachment: PZC Minutes 10.21.20 (O-2020-88 : Ordinance Amending Chapter 15.20 of the Buffalo Grove Fence Code)



**Ordinance No. O-2020-85 : Ordinance Approving a Building
Inspection Services Agreement**

Recommendation of Action

Staff recommends approval

Staff recommends authorizing the Village Manager to execute an agreement with B&F Construction Code Services, INC., in a not to exceed amount of \$250,000.00 per year and pending review and approval of the agreement by the Village Attorney.

ATTACHMENTS:

- BOT Memo (DOCX)
- Inspection Services Agreement (PDF)
- Inspections Ordinance (DOCX)

Trustee Liaison

Smith

Staff Contact

Chris Stilling, Community Development

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 15, 2020

TO: Dane Bragg, Village Manager

FROM: Chris Stilling, Deputy Village Manager

SUBJECT: Contract Inspections and Plan Review Services

BACKGROUND

With the implementation of the VSI program, two Building Inspectors (Plumbing & Electrical) and the Building Commissioner took advantage of the program. As a result, the Community Development Department will be utilizing the services of contract inspections to backfill various responsibilities. The following memorandum provides details of the changes.

CONTRACT SERVICES

In 2018, the Village released a RFP for Inspection Services. After a review of providers, the Village moved forward with B&F Construction Code Services (B&F) on an as needed basis to fill in for staff when extended absences created staffing shortages. Due to planned vacancies with the Plumbing and Electrical Inspectors as a result of the VSI program, staff reviewed the past proposals for Building Inspection Services from 2018 and sought updated pricing from the top two firms.

Staff received updated pricing from HR Green and B&F. As a result of the changes to the rental inspection program, in combination with efficiencies expected as part of the implementation of the Community Development software, staff believes there will be a reduction in overall hours required to perform inspection work. Therefore, staff requested each vendor to provide pricing based on the estimated volume of work they believed was required for inspections.

	Hours per Week	Hourly Rate	Annual Cost
HR Green Inc.			
Building Inspections	16	\$ 86.00	\$ 71,552.00
Plumbing Inspections	24	\$ 100.00	\$ 124,800.00
			\$ 196,352.00
B&F Construction Code Services			
Building Inspections	24	\$ 80.00	\$ 99,840.00
Plumbing Inspections	24	\$ 80.00	\$ 99,840.00
			\$ 199,680.00

Attachment: BOT Memo (O-2020-85 : Building Inspection Services)

HR Green's proposal allowed for the use of Village vehicles to reduce contract costs. In contrast, B&F will be using company owned vehicles to perform the requested services which will allow the Village to repurpose existing vehicles rather than replace older units saving roughly \$80,000 in planned capital expenditures in FY 2021.

While both firms are more than capable of providing the required inspection services, staff believes it would be most cost effective to move forward with B&F for Building Inspection Services given the savings with vehicles and hourly rate. The contract with B&F is based on an hourly rate for services, based on the Village's needs. Staff has budgeted \$230,000 for contract services review for the proposed FY21 budget. While staff is not anticipating major changes to our plan review services currently performed by our Plans Examiner, certain large commercial projects may require additional review by certain building disciplines (Plumbing & Electrical). As these services were previously performed by our in-house inspectors, we may now require the services from B&F to complete. The volume of work for plan review was factored into the Village's proposed \$230,000 budget for FY21.

RECOMMENDATION

Staff recommends authorizing the Village Manager to execute an agreement with B&F Construction Code Services, INC., in a not to exceed amount of \$250,000.00 per year and pending review and approval of the agreement by the Village Attorney. The authorization of up to \$250,000 provides some contingency in the event we need to exceed the budgeted amount due to a large commercial project.

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
INSPECTION SERVICES**

THIS AGREEMENT is dated as of the _____ day of _____, 2020 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant Identified below to provide all necessary professional Inspection services and to perform the work in connection with the project identified below:

B&F Construction Code Services, INC.
2420 Vantage Drive
Elgin, IL 60124
Attn: Seth Sommer
Email: ssommer@bfccs.org Address

B. Project Description. The Consultant shall provide Inspection Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.
- B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Consultant shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Consultant shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Consultant the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** if the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Consultant shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized Consultants in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Consultant shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Consultant, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Consultant shall, at its own expense, satisfy and discharge the same. Consultant expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Consultant (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Consultant agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.
- B. **Conflict of Interest.** The Consultant represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, Consultants, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, Consultant, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, Consultant, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.**
1. **Voluntary Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement during the Initial Term or any Renewal Term, with or without cause, at any time upon thirty (30) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract, with or without cause, at any time upon sixty (60) calendar days prior written notice to the Village.
 2. **Termination for Breach.** Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Consultants engaged by the Village.
- L. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Consultant's right to identify the Village as a client of the Consultant or from disclosing matters arising from the relationship between the Village and the Consultant that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Consultant represents that all of the benefits and terms granted by Consultant herein are at least as favorable as the benefits and terms granted by Consultant to Illinois Home Rule Municipalities. Should Consultant enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Consultant shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Consultant shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Consultant in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
 50 Raupp Blvd.
 Buffalo Grove, IL 60089
 Attn: Dane Bragg
 Email: dbragg@vbg.org
 cc: cstilling@vbg.org

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

B&F Construction Code Services, INC.
 2420 Vantage Drive
 Elgin, IL 60124
 Attn: Seth Sommer
 Email: ssommer@bfccs.org

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, Consultant, or corporation other than the Consultant shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Consultant agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Consultant. The Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant's actual or alleged violation of FOIA or the Consultant's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

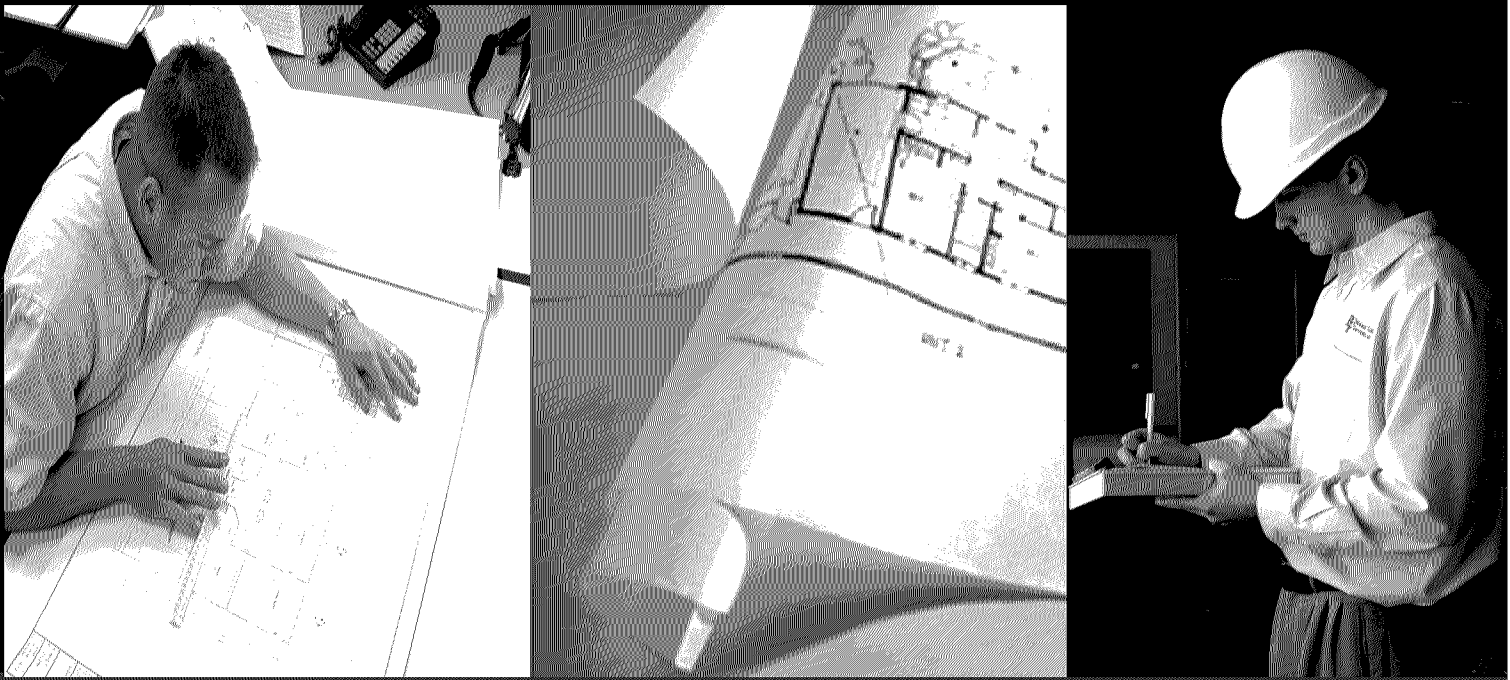
B&F Construction Code Services, INC.

By: _____

Title: _____

Date: _____

B & F CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
 TRAINING • INSPECTIONS • CODE CONSULTING



September 8, 2020

Brett Robinson
 Purchasing Manager
 Village of Buffalo Grove
 Delivered via email: brobinson@vbg.org

Thank you for the opportunity to present a proposal to the Village of Buffalo Grove. With over 30 years of experience, we are pleased to provide a Plan Review and Inspections proposal.

If you have any questions please give Seth Sommer a call at 847-428-7010.

Sincerely,

Seth Sommer
 Director of Quality Control & Staff Development

B & F CONSTRUCTION CODE SERVICES, INC.
 2420 Vantage Road • Elgin, IL 60124
 Telephone: (847) 428-7010 • Fax: (847) 428-3151

Attachment: Inspection Services Agreement (O-2020-85 : Building Inspection Services)

PROFESSIONAL SERVICE AGREEMENT

Plan Review, Inspection Services, and Code Enforcement

A. Introduction

B & F Construction Code Services, Inc. is submitting a proposal to provide consulting services to Buffalo Grove. These services consist of plan review and building inspections as well as other services as need including; code enforcement & rental inspections, department administration, building official duties, and permit clerk. Building inspections include building, electrical, plumbing, energy, and mechanical.

B. Qualifications

B & F Construction Code Services, Inc. provides building and fire protection plan review, inspections and training services for municipal building departments. All inspection and plan review personnel are certified and/or licensed to provide the services as described.

We currently perform complete building department operations for the Villages of Winfield, Burlington, Barrington Hills, Hampshire, and Lake Barrington. We have assisted with complete building department operations in the Villages of Gilberts, Kingston and Hampshire. We currently provide complete inspection and plan review services to West Chicago, Lincolnshire, Wheeling, Mettawa, Highland Park, Des Plaines, Deer Park, Glendale Heights, River Forest and Forest Park.

B & F Construction Code Services, Inc. performs plan review services for numerous other communities in Illinois and other states such as Michigan, New Jersey and Pennsylvania.

All B & F Construction Code Services, Inc. staff members are certified or licensed to perform plan review and inspections.

C. Schedule

All inspections are performed with less than twenty-four (24) hours notice. All inspection requests received by 4:00 PM will be performed the next business day. Schedule to be determined.

There is no limit to the number of plan reviews and inspections we can perform.

B & F Construction Code Services, Inc., has over forty (40) full-time inspection and plan review staff with an administrative staff of over ten (10). These numbers do not include Human Resources, upper level administrative staff or the staff members used in the Building and Fire Code Academy. The Academy is a subsidiary of B & F Construction Code Services, Inc. and provides code training that is offered to the industry.

D. Building Department Services

B & F Construction Code Services, INC. can perform building plan reviews, new construction inspections, zoning review and inspection as well as code enforcement duties. This work includes, but is not limited to, the following: Residential plan reviews, Commercial plan reviews, Building inspections of new structures, Building inspections of structures undergoing remodeling or renovation, Property maintenance and nuisance inspections, Accessory structure inspections such as fences, sheds, etc. We can provide permit clerks as well as building officials.

E. Plan Reviews

Plan reviews will be conducted at your office. On an as needed basis, reviews can be conducted at our office. Reviews can be sent electronically or hard copy format. Miscellaneous reviews (simple) can be completed within three (3) business days. Other reviews will be performed within nine (9) business days for first reviews and within five (5) business days for second reviews. On occasion, plan review may be able to be conducted at the Village of Buffalo Grove office.

F. Other Services

Cross Connection Program: Annual Cross Connection Surveys and Cross Connection Device testing can be provided.

Ordinance development: Assistance with the rewriting of existing ordinances or the development of new ordinances can be provided. This can include building codes, zoning, fees, property maintenance or any area where a building, zoning or planning department is involved. This can include agreements for building inspections, property maintenance inspections, zoning and planning and ordinances for building safety, zoning and fees. Building code updates will be priced based on complexity. These ordinances can be performed at the rate of One Hundred Fifty Dollars (\$150.00) per hour.

G. Inspections Performed

B & F Construction Code Services, Inc. will provide a Certified Illinois Licensed Plumbing Inspector to perform plumbing inspections within the jurisdictional limits of the Village of Buffalo Grove. This shall include Undergrounds, Roughs, Finals, Water and Sewer Services, etc. Other inspectors shall be certified/qualified in the disciplines they are inspecting.

The inspectors shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure, thermometer and other equipment as determined to provide a quality inspection. Inspectors shall also have appropriate Person Protection Equipment (PPE). The inspector shall wear a B & F Construction Code Services, Inc. issued uniform. Each inspector shall utilize B & F Inspection forms or forms acceptable to the village. The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections. Inspection reports shall be dropped off in person or emailed within one (1) business day, typically same day inspections are performed.

Village of Buffalo Grove staff will be provided with dedicated mobile phone numbers in order to reach inspectors during each business day. Emergency call-out procedures will be determined upon awarded contract.

H. Zoning and Planning

A staff member experienced in zoning and planning can be provided to assist with the zoning & planning needs of the village. Fees quoted separately.

I. Transmittal Method

All plan reviews will be e-mailed to the municipal office. A copy of the plan review can also be forwarded to a project contact from the permit applicant.

J. Point of Contact

Seth Sommer, Director of Quality Control and Staff Development

Telephone: (847) 428-7010

E-Mail: ssommer@bfccs.org

K. Additional Information

B & F Construction Code Services, INC. provides the most comprehensive services to the construction industry. Our one fee approach coupled with quick turnaround time is what sets us apart and gives you as a municipality the best value.

All first plan reviews are completed within nine (9) business days with re-reviews completed in five (5) business days. The reviews automatically include accessibility review as well as the application of any local code amendments.

When a municipality is using B & F Construction Code Services, INC. for their plan review or inspection services, we offer a reduced rate for assistance with general code consulting and ordinance preparation.

Our highly trained and experienced staff are certified or licensed in their respective disciplines. We are professional grade and provide the highest level of customer service. Our staff wear identifiable company uniforms that are worn neatly and drive white company vehicles outfitted with our company logo and phone number.

All of the employees of B & F Construction Code Services, INC. are covered by worker's compensation, general liability, automobile and professional liability insurance. This provides added protection because the municipality can be named as an additional insured at no additional charge. If a consultant does not have proper insurance, liability could extend to the municipality.

U. Proposal Acceptance

1. All Building, Plumbing, Mechanical, Energy and Electrical Plan Review Services are performed in-house. All inspections contracted for shall be performed by employees of B & F Construction Code Services, Inc.
2. All B & F Construction Code Services, Inc. employees are covered by Workers Compensation Insurance.
3. B & F Construction Code Services, Inc. carries general liability insurance. Buffalo Grove shall be named as additional insured.

B & F Construction Code Services, Inc.
Buffalo Grove Plan Review and Inspections Proposal
Page 6 of 6

4. B & F Construction Code Services, Inc. has in force professional liability insurance.
5. The Village of Buffalo Grove its officials, agents, employees, and volunteers are to be named as additional insured.
6. A certificate of insurance with original endorsements for each policy shall be provided upon acceptance of this proposal and annually when the policy is renewed.

B & F Construction Code Services, Inc.
Buffalo Grove Plan Review and Inspections Proposal

Exhibit B - Schedule of Prices

F. Plan Review Fees

Plan Reviews Performed at the Village	\$80.00 per hour
Reviews performed at our office	Current Fee Schedule

G. Inspections Performed

Building Inspections	\$80.00 per hour
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Estimated Budget for 2021 (2 inspectors, 3 days per week) \$199,680.00

H. Other Staffing Solutions

Permit Clerk	\$55.00 per hour
Building Official	\$100.00 per hour
Rental / Property Maintenance Inspections	\$67.50 per hour

I. Travel Charges

If scheduled for an (8) eight hour day, there will be no travel charges. If scheduled less than an (8) eight hour day, travel time will be charged one-way.

J. Per Unit Pricing

If per unit pricing is preferred, please let us know and we can provide a quotation. In our experience, hourly pricing is the most efficient for the client.

After-hours/Emergency inspections will be 1.5 times the normal rate including travel both ways, 2-hour min.

K. Inspection Fees – After Hours

After-hours/Emergency inspections will be 1.5 times the normal rate including travel both ways, 2-hour min.

L. Property Maintenance Inspections

These types of inspections include Code Enforcement, Property Maintenance, Rental and Sale Inspections, etc. The fee for property maintenance inspections is indicated above

Exhibit C. Insurance

1. Consultant's Insurance

Consultant shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Consultant or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Consultant for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Consultant's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Consultant's employee.

K. Failure to Comply

In the event the Consultant fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Consultant.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR INSPECTION SERVICES

WHEREAS, the Village of Buffalo is a home rule unit pursuant to the Illinois Constitution of 1970;
and

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a procurement process to obtain the best value for money.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute an agreement with B&F Construction Code Services INC., pending review and approval by the Village Attorney at a price not to exceed \$250,000.00 per year.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Inspections Ordinance (O-2020-85 : Building Inspection Services)



Ordinance No. O-2020-86 : Ordinance Amending Section 15.04.020 of the Village Code Regarding Recovery of Costs for Third Party Plan Review Services

Recommendation of Action

Staff recommends approval of the attached Ordinance.

With the implementation of the VSI program, two Building Inspectors (Plumbing & Electrical) and the Building Commissioner took advantage of the program. As a result, the Community Development Department will be utilizing the services of contract inspections to backfill various responsibilities. Therefore, staff is seeking an amendment to the Municipal Code to allow for the recovery of costs for third party commercial inspections and plan review services the Village may incur.

ATTACHMENTS:

- BOT Memo (DOCX)
- Recovery of Costs Ordinance (DOCX)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 28, 2020

TO: Dane Bragg, Village Manager

FROM: Chris Stilling, Deputy Village Manager

SUBJECT: Ordinance Amending Section 15.04.020- Recovery of Third Party Costs for Plan Review and Inspection Services

BACKGROUND

With the implementation of the VSI program, two Building Inspectors (Plumbing & Electrical) and the Building Commissioner took advantage of the program. As a result, the Community Development Department will be utilizing the services of contract inspections to backfill various responsibilities. Therefore, staff is seeking an amendment to the Municipal Code to allow for the recovery of costs for third party commercial inspections and plan review services the Village may incur.

COMMERCIAL PLAN REVIEW & INSPECTION SERVICES

While staff is not anticipating major changes to our plan review services currently performed by the Village's Plans Examiner, certain large commercial projects may require additional review by certain building disciplines (Plumbing & Electrical). As these services were previously performed by our in-house inspectors, we may now require the services from B&F to complete. Although staff allocated dollars within the proposed FY21 Budget, in the event we get multiple large scale projects, the Village could exceed budget estimates. Therefore, staff is seeking an amendment to our Building Code fees to recapture outside plan review and inspection services for large commercial projects. This is common practice amongst some of our comparative communities. These costs are nominal when compared to the typical cost of construction for commercial projects. Staff estimates that it would likely represent less than 0.5% of the total project costs.

RECOMMENDATION

Staff recommends approval of the attached Ordinance amending Section 15.04.020 "Amendments", Subsection 109.2 A "Schedule of Permit Fees" of the Village of Buffalo Grove Municipal Code

Underlined = addition

October 22, 2020

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 15.04.020 OF THE VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS as follows:

Section 1. Section 15.04.020 “Amendments”, Subsection 109.2 A. “Schedule of Permit Fees” of the Village of Buffalo Grove Municipal Code is hereby amended by adding the following:

15.04.020 Amendments

Section 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Village of Buffalo Grove.

A. A fee for each plan examination, building permit and inspection shall be paid prior to the issuance of permit(s) in accordance with the following schedule:

19. Recovery of Third Party Costs. The Village may recover all third party vendor and consultant fees incurred by the Village for commercial plan review and commercial inspection. Said costs may be added to the permit fees or collected prior to the issuance of a certificate of occupancy.

Section 2. This Ordinance shall be in full force and in effect from and after its passage and approval. This ordinance may be published in pamphlet form.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2020-87 : Ordinance Amending Section 2.08 of the Village Code Regarding the Appointment of a Building Commissioner

Recommendation of Action

Staff recommends approval of the attached Ordinance.

With the impending departure of Village's Building Commissioner, staff is requesting an amendment to the Village Code to allow the Village Manager to make the appointment of a designated Building Commissioner. As proposed, the Village Manager shall appoint a Building Commissioner who may appoint a designee. The Building Commissioner or designee shall serve the duties identified in the Village of Buffalo Grove Municipal Code including those responsibilities as the Building Official, Code Official and Zoning Administrator.

ATTACHMENTS:

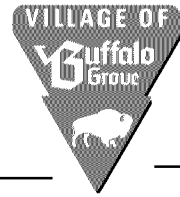
- BOT Memo (DOCX)
- Building Com Ordinance (DOCX)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 15, 2020

TO: Dane Bragg, Village Manager

FROM: Chris Stilling, Deputy Village Manager

SUBJECT: Ordinance Amending Section 2.08.040 of the Municipal Code

BACKGROUND

Brian Sheehan, Building Commissioner, has accepted the VSI and has retired as of July 2020. The Village brought Mr. Sheehan back on a temporary part-time basis to assist with various projects, which will end sometime in early 2021. The Village Code currently identifies several responsibilities of the Building Commissioner in matter of Code interpretation. With the impending departure of Brian Sheehan, staff is requesting an amendment to the Village Code to allow the Village Manager to make the appointment of a designated Building Commissioner. As proposed, the Village Manager shall appoint a Building Commissioner who may appoint a designee. The Building Commissioner or designee shall serve the duties identified in the Village of Buffalo Grove Municipal Code including those responsibilities as the Building Official, Code Official and Zoning Administrator.

RECOMMENDATION

Staff recommends approval of the attached Ordinance amending Section 2.08.040 of the Village of Buffalo Grove Municipal Code

Underlined = addition

October 22, 2020

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 2.08 VILLAGE MANAGER

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS as follows:

Section 1. Section 2.08.040 of the Village of Buffalo Grove Municipal Code is hereby amended by adding the following:

2.08.040 - Duties.

The Village Manager shall be the chief administrative officer of the Village and shall be responsible to the Corporate Authorities for the proper administration of the affairs of the Village. The power and duties of the Village Manager shall be to:

U. Appointment of the Building Commissioner. The Village Manager shall appoint a Building Commissioner who may appoint a designee. The Building Commissioner or designee shall serve the duties identified in the Village of Buffalo Grove Municipal Code including those responsibilities as the Building Official, Code Official and Zoning Administrator.

Section 2. This Ordinance shall be in full force and in effect from and after its passage and approval. This ordinance may be published in pamphlet form.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



**Ordinance No. O-2020-89 : Ordinance Approving Amendments to
Section 15.36 of the Village Code Concerning Rental Inspections**

Recommendation of Action

Staff recommends approval of the attached Ordinance.

In an effort to identify new efficiencies, staff has evaluated the Residential Rental Program. The program's structure and fees have not changed since its inception 8 years ago. Through analysis of our program and comparison to surrounding communities, staff believes that the existing program is in need of improvements. The attached memorandum provides further details.

ATTACHMENTS:

- BOT Memo (DOCX)
- Rental Ordinance (DOCX)

Trustee Liaison
Smith

Staff Contact
Nicole Woods, Community Development

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 29, 2020

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Deputy Director of Community Development

SUBJECT: Amendment to the Residential Rental Housing Program Code (Title 15.36 of the Buffalo Grove Municipal Code)

BACKGROUND

In 2012, the Village of Buffalo Grove instituted a Residential Rental Program to help maintain a high standard of living and protect the Village's home values and quality. At its core, the program requires the owners of rental units to obtain/renew an annual Residential Rental License. The license includes an application, registration fee, and inspection. Inspections for rentals in condominiums, duplexes, row homes, townhomes, or single-family homes (CDRTS), are performed on an annual basis. Inspections for apartment complexes are also annual and are conducted on approximately 25% of the complex's units.

The Village's multi-family complexes have remained fairly static over the years and include five complexes which have equated into staff inspecting approximately 357 units annually (25% of each complex's total units). The number of CDRTS rental licenses in Buffalo Grove has increased by 61% from 665 in 2016 to 1,071 in 2020. Thereby dramatically increasing the Village's workload in terms of coordination, management, and inspections.

In an effort to identify new efficiencies, staff has evaluated the Residential Rental Program. The program's structure and fees have not changed since its inception 8 years ago. Through analysis of our program and comparison to surrounding communities, staff believes that the existing program is in need of improvements, namely around the fee structure and inspection frequency. Currently the Village's flat fee and inspection frequency structures do not incentivize compliance as well as accountability from the property owner and suggest potential excessive labor on behalf of the Village. Such a structure is not economically beneficial and sustainable for the Village to continue. Program restructuring is particularly timely given the Community Development Department's staff reduction (due to VSI program and other restructuring), and underlying effort to become more efficient in its services. At the same time, the department would like to revise the program before the new ERP software program, which could automate the program and thereby reach further efficiencies.

Staff presented these proposed changes to the Village Board on October 5th for discussion. The Board at that time expressed support for these changes.

Please note that the proposed Ordinance to Amend the Residential Rental Program works in conjunction with the proposed Ordinance to Amend the Fee Schedule (Title 1.16) as it relates to the Residential Rental Program. This Ordinance to Amend the Fee Schedule (Title 1.16) is a separate item on Board's agenda.

RENTAL PROGRAM ELEMENTS TO BE MODIFIED

Overall, the Residential Rental Program would operate to achieve the same goal, which is to help maintain a high standard of living and protect the Village's home values and quality. To help the Village better and more efficiently achieve this goal, Staff analyzed the currently program as well as examined the Residential Rental Programs amongst 23 comparable communities. Through this evaluation, staff proposes the following program modifications. These changes can help incentivize compliance as well as accountability from property owners and reduce multiple inspections.

- The Village would remove its policy for charging half the registration fee for those properties that registered after July 1st.
- Late Registration Fees are increased and tiered.
- Re-inspection fees are increased and tiered. The current program does not charge for the first re-inspection but does charge for any additional re-inspections. The proposed program would charge on a tiered schedule for all re-inspections.
- The proposed program would charge a fee for absentee inspection or if cancellations occur within 24 hours of the scheduled inspection.
- Biennial vs annual inspections based upon compliance with code. If a rental unit in a condominium, duplex, row home, townhome, or single-family home receives three or less violations, they are still required to retain a license the following year, however an inspection is not required. Those rental units that have four or more violations would be required to have an inspection the following year.

Other proposed amendments to the code are meant to improve the code's consistency and clarify the intent of the program and improve its operation. This includes not allowing rentals of bedrooms or portions of a dwelling unit as well as not issuing licenses until all fees are paid.

PROJECTED OUTCOMES

Staff anticipates that the modifications to this program would result in the following projected outcomes.

Reduce Excessive Inspections and Associated Workload

Applying the new rental program to the 2019 total number of units, would allow 850 rental units to be inspected biennial and thereby save approximately 320 hours annually or (640 every two years) of staff time just on inspections alone. Given our soon-to-be implemented contract inspection model, this could save us approximately \$17,000 annually. This is rough calculation only uses estimates based upon those rentals that pass after the first inspection and does not include those with 1-3 minor violations. Moreover, the estimate also does not include the administrative workload associated with scheduling inspections.

Increase Compliance and Accountability

The program's current structure puts much of the responsibility on Village staff to be sure all rentals have been registered, paid, as well as scheduled for an inspection or re-inspection. This may have been suitable in the early years of the program but now given its longevity and increase

in rental volume, it is appropriate to have the property owners take greater responsibility for their rental properties. It appears that other communities have also shifted to a similar approach.

Retain Service Level

Staff feels that even with these structural changes, Buffalo Grove can still retain its high level of service in monitoring Buffalo Grove's rental units. The new proposed program structure does not diminish the service level but instead prioritizes its resources to those actors and units that pose the most serious threat to the Village reaching its service goal.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance amending the Residential Rental Housing Program (Title 15.36 of the Buffalo Grove Municipal Code).

Underlined = addition
 Strikethrough = deletion
 October 27, 2020

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 15.36 RESIDENTIAL RENTAL HOUSING PROGRAM

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS as follows:

Section 1. Section 15.36 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

15.36.010 - Purpose.

The purpose of this Chapter is to provide for the licensing and inspection of rental residential property so as to protect the public health, safety, and welfare of the people of the Village including:

- A. To protect the public health and safety by insuring rental units comply with minimum housing standards of Village ordinances;
- B. To protect the character and stability of residential areas;
- C. To correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social wellbeing of persons occupying dwellings;
- D. To prevent the overcrowding of dwellings by requiring compliance with minimum space standards per occupant for each dwelling unit;
- E. To facilitate the enforcement of minimum standards for the maintenance of existing residential building and thus to prevent slums and blight;
- F. To preserve the value of land and building throughout the Village.

15.36.020 - Provisions of inspection rights and penalties.

This Chapter shall not be construed as to obligate or restrict the right of this Village to inspect any property nor to seek penalties for violations of other provisions of this Code.

15.36.030 - Definitions.

- A. "Code Official" means the Building Commissioner of the Village or designee.
- B. "Conditional license" means a limited approval of the premises for a period of up to six months when a property cannot fully comply with all the applicable requirements of the Village of Buffalo Grove due to special circumstances (e.g. weather conditions, unavailability of required materials or services, or other circumstances approved by the Code Official).
- C. "Member of the owner's family" means an individual related by blood, adoption or marriage.
- D. "Owner" shall include, but not by way of limitation, a beneficiary of a trust.

- E. "Premises" means a lot, plot or parcel of land including the interior and exterior of any structures thereon.
- F. "Property agent" means a person, operator, firm, partnership, corporation, or other legal entity designated in writing by the property owner to the Code Official to manage a rental residential property including the authority to receive notices or citations.
- G. "Rental residential property" means residential structures or individually titled dwelling units let or intended to be let for rent or lease including single-family detached structures.
- H. "Tenant" means an occupant of rental residential property.
- I. Words or phrases as used in this Chapter and not defined in this section shall be defined as provided by the Village of Buffalo Grove's Property Maintenance Code and building codes.

15.36.040 - License required.

- A. It is unlawful for any person, firm, partnership, corporation, or other legal entity to operate, maintain or offer to rent within the Village of Buffalo Grove a rental residential property whether vacant or not without first obtaining a license or a ~~temporary certificate~~ conditional license as provided in this Chapter.
- B. It is unlawful for a person to occupy a rental residential property, or for any owner or property agent to allow anyone to occupy a rental residential property which is not licensed or which is without a ~~temporary certificate~~ conditional license as provided in this Chapter.
- C. It is unlawful for any person, firm, partnership, corporation, or other legal entity to ~~offer for~~ rent or to occupy any vacant dwelling unit or any dwelling unit that becomes vacant in a rental residential property for which a license is under suspension.
- D. It is unlawful for any person, firm, partnership, corporation, or other legal entity to rent any bedroom or portion of a dwelling unit.

~~DE.~~ This Chapter shall not apply to the following structures:

1. Owner-occupied residential dwelling units;
2. Residential dwelling units occupied by a member of the owner's family;
3. Residential buildings or dwelling units which are vacant and which are not intended to be let for rent;
4. Hotels, motels, and other structures which rent rooms to occupants which are primarily transient or extended stay in nature;
5. Dwellings, buildings, structures and uses owned by other governmental agencies and public housing authorities;
6. Nursing homes and convalescent care facilities.

~~EE.~~ A license or a ~~temporary certificate~~ conditional license for a rental residential property cannot be transferred to another residential property nor a succeeding owner.

15.36.050 - License application and requirements.

- A. Each applicant for a license to maintain a residential property for the purpose of renting it to others shall file a written application with the Code Official stating:
 1. The full legal name, address, and home and work telephone numbers of each and every owner;

2. If the residential property is held in trust, state the name, address, work phone of the trustee and each beneficial interest holder;
 3. The address of the rental residential property;
 4. The number of dwelling units within the rental residential property;
 5. The name, address, and phone number of ~~any management company~~ a local agent and management company, if applicable, retained as property agent for the property and the name, address, and phone number of the person specifically assigned to the rental residential property;
 6. The name, address, and twenty-four-hour phone number or numbers of a responsible person who, in emergency situations, will be available on a twenty-four-hour basis and who has the authority to make repairs as needed.
- B. Whenever there is a change in ownership of a rental residential property or the owner's property agent, the owners shall with thirty days of such changes, file an updated written notice with the Code Official indicating such changes.
- C. Each application for a new license or a renewal of any existing license shall be accompanied by an annual fee as set forth in Chapter 1.16 of this Code.
- D. A license period shall commence on January 1st of a given year and shall terminate on December 31st of that year.
- E. All license fees shall be due payable upon submission of the license application or renewal forms. If the annual registration fee is not paid by January 1st a late fee shall be charged. The late fee will be doubled if the fee is not paid by February 1st. ~~the fee shall be doubled except the annual fee for the initial application shall be doubled but only if as a result of enforcing a violation of this Chapter.~~
- F. ~~Units that were initially not a rental and converted to rental property after July 1st shall pay one-half the annual license fee.~~
- G. No structural, mechanical, electrical, or plumbing alterations or repairs, or any remodeling shall be made to the units in a licensed property unless all zoning and building code requirements have been met and applicable building permits obtained and inspections approved.
- H. A copy of the record of tenant names required under Section 15.36.100(A) shall be kept on file by the property owner and/or property agent and made available upon request to the Code Official or designee.

15.36.060 - Inspection requirements—License issuance or denial.

- A. Upon submission of a completed application for a license or license renewal for any one- or two-family rental residential property and the payment of all required fees, an inspection of the one- or two-family rental residential property shall be ~~scheduled and must be performed within the first three months of the license year, or partial license year.~~ performed at least every other year provided that the number of violations found on the premises equal three or less. If the number of violations found on the premises equals four or more, the premises must be inspected within the next 12-month period.
- B. Upon submission of a completed application for a license or license renewal for any multifamily rental residential property and the payment of all required fees, an inspection of the multifamily rental residential property shall be ~~scheduled and must be performed within the current license year, or partial license year.~~

- C. A licensing inspection of rental residential property shall include the premises and, in the case of multi-family rental residential property, a percentage of the individual dwelling units with a minimum of at least one dwelling unit. The Code Official or designee shall determine which dwelling units are to be inspected.
- D. When a licensing inspection of a rental residential property reveals any violations of applicable codes, a compliance time frame will be set by the Village inspector. In establishing a compliance time frame, the Village inspector shall determine the reasonable minimal time necessary to correct the violations based upon the number and severity of the violations. The Village inspector shall provide a copy of the written inspection report. Such inspection report shall be left at the property with the owner, agent or tenant who was present for the inspection and shall include the following:
 - 1. A description of the property sufficient for identification;
 - 2. The inspection report listing the violations of applicable codes;
 - 3. The inspection report indicating the date upon which the licensing reinspection will occur; and
 - 4. An explanation that if upon completion of the licensing reinspection the requirements of applicable Village codes have not been met, then the license may be denied or revoked.
- E. A licensing reinspection shall be conducted at the end of the compliance time frame. Upon completion of the licensing reinspection of the rental residential property, the Code Official shall:
 - 1. Approve the license if the rental residential property meets the requirements of applicable Village codes; or
 - 2. Approve a conditional license if the property cannot be fully licensed due to special circumstances; or
 - 3. Issue a written denial of the license if the requirements of Village codes have not been met. The written denial shall specify the defect(s) that remain and shall be transmitted by regular U.S. mail to the applicant.

A conditional license may be issued for a term not exceeding six months to those rental properties which cannot be fully licensed due to special circumstances, (e.g. weather conditions, unavailability of required materials or services, or other circumstances approved by the Code Official). Any property which has not met the requirements of the applicable Village codes by the end of the conditional licensing term shall be considered unlicensed.

- F. ~~All additional inspections reinspections made necessary because of cited violations not being corrected at the time of the initial license reinspection shall be subject to a the fee schedule as set forth in Chapter 1.16 of this Code. The conditional license and the full rental residential license shall not be issued and the property shall not be considered property licensed until all fees are paid.~~
- G. When an owner or agent fails to keep a scheduled inspection or re-inspection, or fails to cancel a scheduled appointment by 24 hours prior to the scheduled appointment, an inspection absentee fee or cancellation fee shall be charged as set forth in Chapter 1.16 of this Code. Such fee shall be assessed per building or property, not for each individual dwelling unit.
- H. The conditional license and the full rental residential license shall not be issued and the property shall not be considered property licensed until all fees are paid.
- GI. Applications for license renewals shall be made in the same manner as for new applications except that such applications shall state thereon such fact.

15.36.070 - Enforcement.

It shall be the duty of the Village Building and Zoning Department to enforce the provisions of this Chapter as authorized by the Buffalo Grove Municipal Code and the Property Maintenance Code as adopted and amended from time to time by the Village.

15.36.080 - Violations.

The following shall constitute violations of this Chapter:

- A. Failure of the owner or owners of the rental residential property to license such property with the Village;
- B. Failure of the occupants of the rental residential property to vacate such property within sixty days after receiving notice from the Code Official that such property is not properly licensed;
- C. Failure of the owner or owners of the rental property to vacate all tenants from such property within sixty days after the license has been revoked;
- D. Failure of the owner or owners of the rental property to maintain the structure and premises in compliance with applicable building, property maintenance and zoning ordinances;
- E. Any person other than one authorized by the Code Official who removes or defaces any notices which have been posted pursuant to this Chapter shall be liable for the penalties provided for by this Chapter.

15.36.090 - License—Suspension and revocation.

- A. A license may be suspended when any violation of applicable Village codes has been identified by the Village and the property owner has been properly notified of the violation and given a reasonable period of time in which to correct the violation, but has failed to do so. A license may also be suspended when any information provided in the license application is determined by the Code Official to be false.
- B. When an inspection of a licensed rental residential property reveals any violation of applicable codes, a compliance time frame will be set by the Code Official using the standard as set forth in Section 15.36.060(D). The Code Official shall provide notice by personal service or send notice to the property owner or the listed property agent by regular U.S. mail at the last address provided on the most recent license application. Such notice shall include the following:
 - 1. Description of the property sufficient for identification;
 - 2. A statement listing the violation(s) of applicable codes;
 - 3. A statement indicating the date upon which a reinspection will occur; and
 - 4. An explanation that if upon completion of the reinspection the requirements of applicable Village codes have not been met, then the license for the rental residential property will be suspended.
- C. A reinspection will be conducted at the end of the compliance time frame. If the Code Official finds that the requirement of applicable Village codes have not been met upon the completion of such reinspection, then the license for the rental residential property shall be suspended.

- D. When a license is suspended, the Code Official shall send notice to the property owner or the listed property agent at the last address provided on the most recent license application. Such notice shall be sent by certified mail, return receipt requested. The notice shall include the following:
1. Description of the property sufficient for identification;
 2. A statement of the reasons for the suspension;
 3. A statement of the property owner's right to appeal the suspension;
 4. If the property owner changes his address or changes property agents and fails to notify the Building and Zoning Department, such notice shall be sufficient if sent by certified mail to the owner or his property agent's last address provided on the last license application.
- E. A property owner whose license has been suspended may request a reinspection prior to revocation. If, upon reinspection, the Code Official finds that the licensed property in connection with which the notice was issued is now in compliance with this Chapter, then the Code Official may reinstate the license. The request for a reinspection shall not stay the revocation of the license unless the Code Official grants such request pursuant to a showing of good cause by the property owner.
- F. Any person whose license has been suspended shall be entitled to appeal the suspension to the Village President by filing a petition within twenty days after the date of suspension. The Code Official shall transmit to the Village President copies of all records and notices upon which the suspension is based. A hearing shall be scheduled as soon as practical upon receipt of a timely petition. The Village President in considering any such petition may immediately revoke the license, continue the suspension to a definite compliance date with revocation being the penalty for noncompliance, or dismiss the charges and reinstate the license.
- G. A license may be revoked when a petition for appeal has not been filed within twenty days following the date of issuance of an order of suspension, or, if the suspension is sustained after appeal. A license may also be revoked when in the opinion of the Code Official emergency conditions exist in a rental residential property that require the immediate vacating of a structure as specified in the Village's Property Maintenance Code.
- H. A license which has been properly revoked as provided in this section shall not be reinstated. The property owner may, however, obtain a new license after all violations have been corrected and by following the procedures for obtaining a new license and payment of appropriate fee(s) as set forth in this Chapter.
- I. If a license is revoked without having the opportunity of a suspension hearing, the property owner has the right to appeal that revocation. Such appeal shall conform to subsection (F) of this section. Such an appeal shall operate as a stay of the revocation until such time as the Village President renders a decision on the appeal.
- J. Whenever a license is revoked, the Code Official shall send notice to the property owner or the listed property agent at the last address provided on the most recent license application. Such notice shall be sent by certified mail, return receipt requested. The Code Official shall also notify all tenants of the rental residential property by posting a notice on all entrances to the rental residential structure. The notice to the tenants shall include the following:
1. You are hereby notified that the license for this structure has been revoked pursuant to Chapter 15.36 of the Buffalo Grove Municipal Code.
 2. You must vacate this structure within sixty days of the date of this notice.

3. If you fail to vacate this structure, you will be in violation of Chapter 15.36 of the Buffalo Grove Municipal Code and subject to a fine pursuant to Chapter 1.08 of the Buffalo Grove Municipal Code.
- K. Whenever an owner or property agent of a rental property fails to license such property with the Village, the Code Official shall notify all tenants of the rental property by posting a notice on all entrances to the rental property indicating the following:
1. You are hereby notified that the owner or agent of this rental structure has failed to license this rental property with the Village of Buffalo Grove in violation of Chapter 15.36 of the Buffalo Grove Municipal Code.
 2. You must vacate this structure within sixty days of the date of this notice.
 3. If you fail to vacate this structure, you will be subject to a fine pursuant to Chapter 1.08 of the Buffalo Grove Municipal Code.

15.36.100 - Owner responsibility.

- A. The owner of a rental residential property shall maintain a record for each property with the full legal names of every tenant in each dwelling unit.
- B. The owner or property agent of a rental residential property shall provide each tenant with the name and telephone number of a responsible person who, in emergency situations, will be available on a twenty-four-hour basis and who has the authority to make repairs as needed.

15.36.110 - Inspection access.

If any owner, property agent, occupant or other person in control of a rental residential property or a dwelling unit contained therein fails or refuses to consent to free access and entry to the property or a dwelling unit under his control for any inspection pursuant to this Chapter, the Code Official or their designee may apply to the circuit court for a search warrant or other appropriate court order authorizing such inspections.

15.36.120 - Violation—Penalty.

Any person, firm or corporation violating any of the provisions of this Chapter, in addition to other legal and equitable remedies available to the Village shall be punished according to the provisions of Chapter 1.08, General Penalty. Each day during which a violation of this chapter continues or is permitted to exist shall be considered a separate and distinct offense.

Section 2. This Ordinance shall be in full force and in effect from and after its passage and approval. This ordinance may be published in pamphlet form.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



**Ordinance No. O-2020-90 : Ordinance Approving Amendments to
Section 1.16 of the Village Code Concerning Fees for the
Residential Rental Program**

Recommendation of Action

Staff recommends approval of the attached Ordinance.

In conjunction with the proposed Ordinance to Amend the Residential Rental Program (Title 15.36), staff is proposing changes to the Village's fee schedule as it relates to the program. Additional information can be found in the attached memorandum.

ATTACHMENTS:

- BOT Memo (DOCX)
- Fee Schedule Ordinance (DOCX)

Trustee Liaison
Smith

Staff Contact
Nicole Woods, Community Development

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 29, 2020

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Deputy Director of Community Development

SUBJECT: Amendment to the Fee Schedule (Title 1.16) regarding Residential Rental Code.

BACKGROUND

Please note that the proposed Ordinance to Amend the Fee Schedule (Title 1.16) as it relates to the Residential Rental Program works in conjunction with the proposed Ordinance to Amend the Residential Rental Program (Title 15.36).

In an effort to identify new efficiencies, staff has evaluated the Residential Rental Program. The program's structure and fees have not changed since its inception 8 years ago. Through analysis of our program and comparison to surrounding communities, staff believes that the existing program is in need of improvements, namely around the fee structure and inspection frequency. Currently the Village's flat fee and inspection frequency structures do not incentivize compliance as well as accountability from the property owner and suggest potential excessive labor on behalf of the Village. Such a structure is not economically beneficial and sustainable for the Village to continue.

Staff presented these proposed changes to the Village Board on October 5th for discussion. The Board at that time expressed support for these changes.

PROPOSED FEE SCHEDULE MODIFICATIONS

The following modifications are proposed so to better align with service levels and fees of comparable communities. In addition, these changes can help incentivize compliance as well as accountability from property owners and reduce multiple inspections. Most of these types of incentives and tiered modifications mirror Palatine's rental program structure.

- **Slightly increased license fee.** The fee would increase from \$75 to \$85 for rentals in condominiums, duplexes, row homes, townhomes, and single-family homes. The fee for multifamily buildings would also slightly increase. Currently there is a charge for \$150 per building and \$30 per unit, which would be increased to \$150 per building and \$40 per unit. For multi-family units, the program would continue to only inspect 25% of the units on an annual basis. In addition, the Village would remove its policy for charging half the registration fee for those properties that registered after July 1st.
- **Late Registration Fees are increased and tiered.** The existing program charges a late fee of \$75, while the proposed program would charge a late fee of \$85 within 30 days of expiration date and \$170 for over 30 days of expiration date.

- **Re-inspection fees are increased and tiered.** The current program does not charge for the first re-inspection but does charge \$50 for any additional re-inspections. The proposed program would charge \$50 for the first re-inspection, \$75 for the second and \$125 for the third.
- **Establishes inspection absentee and cancellation fees.** The existing program does not penalize those who are absent from scheduled inspections or provide last minute cancellations. The proposed program would charge \$60 for absentee inspection and \$60 if cancellations occur within 24 hours of the scheduled inspection.

The Table below provides an overview of the existing and proposed fees and inspection structure associated with the existing and proposed rental program.

Table 1. Fee Structure and Inspection Frequency in the Current vs. Proposed Program

Fees			Currently	Proposed
	License Registration Fees	Single family home, Condominium, Townhome, or Rowhouse	\$75 between January 1st and June 30 th \$37.50 between July 1 and Dec 31st	\$85
		Multi Family	\$150 per building plus \$30 per dwelling unit	\$150 per building plus \$40 per dwelling unit
	Related Fees	Late Registration Fee	\$75	\$85 if license fee is paid between January 1st and February 1st and \$170 if paid after February 1st
		Re-inspection Fee	1st Re-inspection: Free (Included in License Fee) 2nd + Re-inspection: \$50	1st Re-inspection: \$50 2nd Re-inspection: \$75 3rd + Re-inspection \$125
		Inspection Absentee Fee	NA	\$60
		Inspection Cancellation Fee	NA	\$60

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance amending the Fee Schedule (Title 1.16) regarding Residential Rental Code.

Underlined = addition
 Strikethrough = deletion
 October 27, 2020

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 1.16 FEE SCHEDULE PROGRAM AS IT RELATES TO THE RENTAL PROGRAM

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS as follows:

Section 1. Section 1.16 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

1.16.010 - Fee Schedule

The following is the Village of Buffalo Grove Fee Schedule:

Buffalo Grove Municipal Code Section	Classification	Fee
15.36.050 subsection C.	New license or renewal license for renting a single-family home, condominium, townhome, or row house. (includes the initial inspection and one reinspection)	\$75.00 <u>\$85.00</u>
15.36.050 subsection C.	New license or renewal license for renting an apartment complex (includes the initial inspection and one reinspection)	\$150.00 per building plus \$30.00 <u>\$40.00</u> per dwelling unit
<u>15.36.050</u> <u>subsection E.</u>	<u>Late fee if license fee is paid between January 1st and February 1st</u>	<u>\$85.00</u>
<u>15.36.050</u> <u>subsection E.</u>	<u>Late fee if license fee is paid after February 1st</u>	<u>\$170.00</u>
15.36.050 15.36.060 subsection C-F.	The fee for any reinspection after the first reinspection <u>First reinspection fee</u>	<u>\$50.00</u>
15.36.060 subsection <u>F.</u>	<u>Second reinspection fee</u>	<u>\$75.00</u>
15.36.050 subsection <u>F.</u>	<u>Third and subsequent reinspection fee(s)</u>	<u>\$125.00</u>
15.36.060 subsection F.	The fee for any reinspection after the first reinspection (except that a single reinspection shall be conducted at the end of the	<u>\$50.00</u>

	conditional license term without any fee for the purpose of determining compliance)	
<u>15.36.060</u> <u>subsection G.</u>	<u>Absentee or cancellation fee for when an owner or agent fails to keep a scheduled inspection or re-inspection, or fails to cancel a scheduled appointment by 24 hours prior to the scheduled appointment.</u>	<u>\$60.00</u>

Section 2. This Ordinance shall be in full force and in effect from and after its passage and approval. This ordinance may be published in pamphlet form.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Resolution No. R-2020-51 : Resolution to Submit an Illinois Transportation Enhancement Program (ITEP) Funding Application

Recommendation of Action

Staff recommends approval.

The Village of Buffalo Grove is submitting an Illinois Transportation Enhancement Program (ITEP) Funding Application for a proposed bike path along Bernard Drive as part of the roadway reconstruction project.

ATTACHMENTS:

- Memo ITEP Grant Application (DOCX)
- ITEP Grant Resolution VBG (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 27, 2020
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Illinois Transportation Enhancement Program Grant Application

As part of the Illinois Transportation Enhancement Program (ITEP) Grant with the State of Illinois, the Village Board is required to approve a resolution if Village funds are being included in the proposed grant project.

The Village is applying for a \$1,616,300 grant to build a shared used path along Bernard Drive from Arlington Heights Road to Buffalo Grove Road. If approved and if the Village is awarded the grant funds the Village would contribute \$455,830 in general fund towards the total project cost.

Staff recommends approval of the ITEP Grant resolution.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR ILLINOIS TRANSPORTATION
ENHANCEMENT PROGRAM FUNDS FOR BERNARD DRIVE BIKE PATH.**

WHEREAS, federal grant funding is available through the Illinois Transportation Enhancement Program (ITEP) administered by the Illinois Department of Transportation; and

WHEREAS, these ITEP funds are to be utilized to fund projects which enhance the transportation system by serving a transportation need or by providing a transportation use or benefit; and

WHEREAS, the Village of Buffalo Grove has plans to construct a bike path along Bernard Drive from Arlington Heights Road to Buffalo Grove Road with a total project cost of \$2,072,130; and

WHEREAS, the proposed project is eligible for funding under ITEP.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
BUFFALO GROVE, ILLINOIS:**

THAT an application be made to the Illinois Department of Transportation for a financial assistance grant in the amount of \$1,616,300, which is 78% percent of the total estimated cost, under the Illinois Transportation Enhancement Program for the purpose of funding the Bernard Drive Bike Path; and

THAT the Village of Buffalo Grove will provide the 22% percent local matching funds in the amount of \$455,830 for the proposed project; and

THAT the President of the Village of Buffalo Grove is hereby authorized and directed to execute and submit on behalf of the Village of Buffalo Grove such application.

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2020
 APPROVED: _____, 2020

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk



Action Item : Approval of Contract Between the Village and Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, IAFF, AFL-CIO, CLC for the Period of May 1, 2020 - April 30, 2023

Recommendation of Action

Staff recommends the Village Board authorize Village Manager Bragg to sign the attached agreement.

A memo summarizing the changes, a red-line copy of the agreement, and the final agreement are all attached for review.

ATTACHMENTS:

- Summary Memo 102020 (DOCX)
- 2020 Summary of Changes CBA with IAFF (DOCX)
- CBA - Final Draft Redlined 10.16.20 (DOCX)
- CBA - Final Draft 10.16.20 (DOCX)

Trustee Liaison
Ottenheimer

Staff Contact
Arthur a Malinowski, Human Resources

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 29, 2020

TO: President Beverly Sussman
Board of Trustees

FROM: Mike Baker, Fire Chief

SUBJECT: 2020-2023 IAFF Collective Bargaining Agreement

Over the course of the past year, Village staff has worked alongside Local #3177 President Michael Spiro and Vice President Frank Doll to finalize the 2020-2023 Collective Bargaining Agreement (CBA) with the International Association of Firefighters, Local #3177. Due to the impacts of COVID and the inability to meet in groups to develop a successor CBA, the Village staff and Local 3177 agreed to extend the CBA expiration date until October 2020.

The revised CBA largely maintains the existing conditions, with minor policy changes in the areas of promotions, the makeup of fire department committees, as well as time off trades. In addition, textual changes to the CBA were made to bring the agreement into alignment with the Village Personnel Manual, to better reflect Local #3177's shift schedule, and remove errors or outdated language.

General Agreement Cleanup

The majority of the changes within the proposed contract reflect edits to correct typographical errors, to remove outdated language, or to update the agreement to mirror current Village and fire department practices. These changes do not have an impact on Village policy, benefits, or compensation, but maintain the agreement in a more accurate and reflective form.

References to Schedule

To add additional transparency and clarity to the agreement's clauses, all references to a 40 hour work week were changed to reflect Local #3177's shift schedule. The proposed changes would reduce the amount of time spent converting time between the two schedules and reduce ambiguity, without changing the benefits currently provided by the Village.

Ratification of Agreement

At the October 13, 2020 Local #3177 meeting, the contract language as proposed was approved by unanimous vote.

Attachment: Summary Memo 102020 (IAFF Contract)

**VILLAGE OF
BUFFALO GROVE**

Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2196
Phone 847-459-2517
FAX 847-459-7906



November 2, 2020

Agreement Between
The Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic
Association, Local 3177, IAFF

Summary of Changes

1. Three Year Agreement: May 1, 2020 through April 30, 2023.
2. Section 1.4 – Gender: Textual change to ensure that the gendered pronouns within the agreement are fully inclusive.
3. Section 4.1 – Safety Committee: The membership of the Safety Committee was adjusted to remove the requirement of a Lieutenant being present on the committee.
4. Section 4.2 – Standard Operating Procedures Committee: Textual edits to ensure the agreement matches current practices for changes to standard operating procedures.
5. Section 4.3 – Labor-Management Committee: Addition of the EMS Coordinator and Fire Department Management Analyst to the Committee due to significant roles in Department administration.
6. Section 4.5 – Wellness/Fitness Program: Duplicative language regarding the physical fitness program was removed and replaced with a reference to SOP 102.02 - Physical Fitness Program to ensure that the contractual language remains up to date.
7. Section 4.6 – Return to Work After Illness/Injury: Textual edits to remove apparent typographical errors.
8. Section 4.8 – Performance Evaluation Plan: The performance evaluation schedule was adjusted to match current timelines and processes.
9. Section 4.9 – Secondary Employment: All references to revision dates were removed from the agreement to ensure that the agreement reflects the most current revision. All SOPs adopted by reference in the agreement shall be revised through a meeting of the Labor Management Committee.
10. Section 5.1 – No Smoking: Textual edits to clarify the supremacy of state law.
11. Section 6.1 – Salaries: Wages were updated to reflect the current side letter agreement, which became effective on May 1, 2020. In addition, requirements regarding the position of Lieutenant were removed to match current practices and minimize duplicative requirements.
12. Section 6.2 - Wage and Benefit Reopener: Affirmation that wages for the period of May 1, 2021 through April 30, 2022 and May 1 2022 through April 30, 2023 will be negotiated separately via a wage reopener.
13. Section 6.3 – Overtime: A reference to the SOP dealing with overtime distribution was added.
14. Section 6.4 – Training Overtime: Textual edit to correct the SOP reference.

15. Section 6.8 – Health, Dental and Vision Benefits: References to an inactive health insurance incentive program were removed and textual edits were conducted to ensure that references to life insurance matched the formatting of health, dental and vision benefits.
16. Section 7.1 – Definitions: The definition of duty trade was clarified to ensure that the Shift Commander must give approval of duty trades. Similarly, the definition of union swap was adjusted to allow additional flexibility to union swaps, while maintaining current department practices.
17. Section 7.2 – Holidays: Textual changes were conducted to add clarity to holiday pay calculations and to align the agreement with current practices. Similarly, textual edits were added to clarify duty swap procedures on holidays.
18. Section 7.3 – Kelly Days: A typographical error was corrected and a clarification regarding Kelly Day periods was added.
19. Section 7.7 – Accrued Sick Leave: Textual edits to align the agreement with the personnel manual and maintain references to an annual 24 hour shift schedule. Similarly, the date of the effective lowest hourly rate was shifted to January 31st to ensure alignment with the personnel manual and current practices.
20. Section 7.8 – Medical Certificate: Adjustments were made to change the required signature on medical certificates from a doctor's signature to that of a qualified medical professional to reflect the expansion of physician's assistants in the medical field.
21. Section 7.12 – Compensatory Time: All references to revision dates were removed from the agreement to ensure that the agreement reflects the most current revision. All SOPs adopted by reference in the agreement shall be revised through a meeting of the Labor Management Committee.
22. Section 7.13 – Selection of Scheduled Days Off: Textual edit to correct SOP reference. In addition, all references to revision dates were removed.
23. Section 7.14 – Family and Medical Leave of Absence: Section 7.14 was added to recognize required federal FMLA benefits.
24. Section 10.2 – Performance Improvement Plan: All references to revision dates were removed from the agreement to ensure that the agreement reflects the most current revision. All SOPs adopted by reference in the agreement shall be revised through a meeting of the Labor Management Committee.
25. Section 11.2 – Fair Share: Section 11.2 was removed to reflect the requirements of the Supreme Court's Janus vs AFSCME decision.
26. Section 12.9 - Promotions – Fire Lieutenant: The language regarding the Lieutenant promotional process was changed to add an increased emphasis on Performance Potential Ratings and to reflect that the Written Examination is conducted by an independent testing agency. In addition, duplicative and outdated language was removed.
27. Section 12.10 – Promotions – Battalion Chief: The language regarding the requirements of the position of Battalion Chief was changed to add a requirement that interested individuals must have a Bachelor Degree in order to test for promotion. In addition, a reference to the Rules and Regulation of the Board of Fire and Police Commissioners was removed as the promotional process follows state statute and internal rules and regulations, rather than the BFPC.
28. Section 15.1 – Duration of Agreement: Textual edit to reflect current agreement timeline.
29. Entire Document – Amended certain language to more accurately reflect current policies, practices, and terminology.

AN AGREEMENT BETWEEN
 THE VILLAGE OF BUFFALO GROVE
 AND
 THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
 ASSOCIATION
 LOCAL 3177, IAFF, AFL-CIO, CLC
 MAY 1, 2020~~17~~ THROUGH APRIL 30, 202~~320~~

Commented [TG1]: Edit 1: Change of dates to refl
 year contractual agreement.

Attachment: CBA - Final Draft Redlined 10.16.20 (IAFF Contract)

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AGREEMENT

This Agreement is made and entered into by and between the Village of Buffalo Grove, Illinois (hereinafter referred to as the "Village"), and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, of the International Association of Fire Fighters, AFL-CIO, CLC, (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire Agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances, as provided herein.

The Union agrees that its membership is committed to excellence in carrying out the duties and mission of the fire department and the Union executive board agrees it has a duty to address substandard performance among its members.

Now, therefore, the parties agree as follows:

ARTICLE I

Section 1.1 Recognition.

The Village recognizes the Union as the sole and exclusive bargaining representative for all full time Firefighter/Paramedics and Lieutenants employed by the Village of Buffalo in the classifications or ranks of Firefighter/Paramedics and Lieutenants, but excluding Deputy Fire Chiefs, Battalion Chiefs, managerial, all part time or temporary employees, all civilian employees, and all other employees of the Department and the Village.

Section 1.2 Fair Representation.

The Union recognizes its responsibility as bargaining agent, and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability, (monetary or otherwise). In addition, the Union shall be responsible for paying all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation, although indemnification shall not be extended due to errors that are solely the fault of the Village.

Section 1.3 Non-Discrimination.

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, Union membership or non-membership or political affiliation. Any formal dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 1.4 Gender.

In this Agreement, all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require, the words "he", "his", and "him", shall connote both masculine and feminine genders.

Commented [TG2]: Edit 2: Textual change to ensure the gendered pronouns within the agreement are fully i

ARTICLE II

Section 2.1 Use of Bulletin Board.

The Village will allow the Union to place a bulletin board in the bunk rooms of each fire station for the posting of official Union notices of a non-partisan, non-derogatory nature. The Union will limit the posting of Union notices to such bulletin boards.

ARTICLE III

Section 3.1 Management Rights.

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees to make and implement decisions with respect to the operation and the management of its operations, in all respects, including all rights and authority possessed or exercised by the Village prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to

supervise and direct the working forces; to establish the qualifications for employment, and to employ personnel; to schedule and assign work; to establish work and productivity standards and, from time to time, to change these standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether the services to be provided by employees covered by this Agreement, or by other employees, or non-employees not covered by this Agreement; to determine whether services may be contracted or sub-contracted out; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to the grievance and arbitration procedure); to enforce and alter those provisions covered under the Village of Buffalo Grove Personnel Rules, to enforce and alter the Buffalo Grove Fire Department Standard Operating Procedures Manual and Fire Department Rules and Regulations; to evaluate employees; to discipline, suspend, and discharge employees for just cause in accordance with the Fire Department rules and policies, the Board of Fire and Police Commission rules and regulations, and the Illinois Board of Fire and Police Commissioners Act; 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 conflict with any of the expressed, written provisions of this Agreement.

Section 3.2 Contracting Out.

No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. If subcontracting is a factor in the decision not to hire additional Village employees as firefighter/paramedics, the Village will give the Union at least ninety (90) days advance notice of the effective date of the decision. The Village will discuss the issue with the Union.

Additionally, current staffing levels of employees covered by this Agreement will not be subject to subcontracting decisions by the Village. Only additional staffing needs above the current staffing levels may be considered by the Village and Department from time to time will be subject to subcontracting.

Section 3.3 Precedence of Agreement.

If there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or a written rule, regulation, directive, policy, or procedure which may be in effect from time to time, the specific provision(s) of this Agreement for its duration, shall take precedence.

ARTICLE IV

Section 4.1 Safety Committee.

The Village and the Union recognize the importance of maintaining a Fire Department Safety Committee to address safety issues within the department and to promote the safety, welfare and physical wellbeing of all Fire Department personnel.

The Safety Committee shall be comprised of five (5) members, at least four (4) of which will be represented by Local 3177, at least three (3) of which will be Firefighter/Paramedics, one (1) Lieutenant, and one (1) Battalion Chief (Safety Officer). The Fire Department Safety Officer shall serve as Chairman. At least one member shall be appointed by the Union.

Commented [TG3]: Edit 3: The membership of the Committee was adjusted to remove the requirement of Lieutenant being present on the committee.

~~Section 4.2 Standard Operating Procedures/Guidelines Task Force Committee.~~

~~The SOP Committee has the responsibility to make any recommendations to the Fire Chief for changes in the SOP manual as necessary, but only in the form of recommendations which may or may not be accepted by the Fire Chief. Effective with this Agreement, The Fire Chief may establish an SOP Task Force. The purpose of this Task Force Committee will be to complete the review of the current SOP manual and divide it into "Standard Operating Procedures" (SOP's) and "Standard Operating Guidelines" (SOG's).~~

~~The SOP Task Force also has the responsibility to make any recommendations to the Fire Chief for changes in the SOP or SOG manuals as necessary but is only in the form of recommendations and may or may not be accepted by the Fire Chief. Once this is complete, the task force Committee will remain idle until such time the Fire Chief deems it necessary to review a particular to activate them for the purpose of a particular SOP review. At no time will the SOP Task Force Committee be charged with the review or consideration of SOP's that involve mandatory subjects of bargaining. Those items will be addressed through the Labor Management Committee as established in Section 4.3 of this Agreement, or through the normal negotiation process at the end of this or any Agreement.~~

Commented [TG4]: Edit 4: Textual edits to ensure agreement matches current practices for changes to standard operating procedures.

Section 4.3 Labor-Management Committee.

The Village and Union recognize the need to communicate on a regular basis throughout the term of this Agreement. In order to facilitate an open and candid exchange of information, a Labor-Management Committee will be the forum for these communications. The purpose of the Committee is to establish a regular pattern of meetings to discuss issues of mutual concern.

For the Village -- Fire Chief, Deputy Chief(s), Battalion Chiefs, EMS Educator/Coordinator, Fire Department Management Analyst, Village Manager, Director of Human Resources, and Director of Finance.

For the Union -- Union President, Vice-President, Secretary, three (3) Shift Stewards and Lieutenant representative.

Commented [TG5]: Edit 5: Addition of the EMS Coordinator and Fire Department Management Analyst to the Committee due to significant roles in Department administration.

The Committee shall meet at least four (4) times in a calendar year unless the parties mutually agree to meet more or less. If any Labor-Management Committee meeting is scheduled during work hours of an employee, such employee(s) shall be released from duty to attend such meeting without loss of pay.

The Labor-Management Committee process shall include the opportunity for the Union President, Fire Chief or Village Manager to schedule a meeting, the purpose of which will be to discuss issues affecting members of the bargaining unit with members of Village and Department senior staff. This meeting is to be facilitated by the Village Manager and Director of Human Resources.

Section 4.4 Promulgation of New or Revised Rules.

The Fire Department agrees to notify the Union in advance of promulgating or implementing any new or revised rules and regulations or Board of Police and Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Relations Act. Such notice shall be afforded sufficiently in advance of the purpose and effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

Section 4.5 Wellness/Fitness Program.

The Village and Union agree that both parties will support a proactive mandatory wellness/physical fitness program. Both parties agree that the program is to improve the quality of life of all personnel. This program will be administered in accordance with SOP 102.02 Member Health and Safety – Physical Fitness Program. ~~The Union agrees that it must work to ensure that each member has the opportunity to attain and maintain a healthy body and mind so each member can perform their work duties. This program is based not only on physical fitness and wellness, but is a supplement to competency within firefighting drill standards and the ability for firefighters to carry out their duties.~~

Commented [TG6]: Edit 6: Duplicative language as the physical fitness program was removed and replaced with reference to SOP 102.02 - Physical Fitness Program to ensure that the contractual language remains up to date.

Section 4.6 Return to Work After Illness/Injury.

All employees returning to work after injury or illness situations, whether they are duty or non-duty related, may be required to have a release from the employee's doctor.

The Village will provide information on fitness standards to the employee, who will then provide this information and documentation to the employee's doctor or physical therapist to aid in any injury recovery efforts. The department may require the employee to obtain a release from a doctor selected and fully compensated by the Village prior to returning to work. The doctor will review the employee's overall health as it relates to the job description, duties and any other job related criteria which are considered to be the essential functions of the job in order to determine whether an individual is physically and mentally able to perform essential job duties without undue risk or harm to themselves or others. The doctor may use the data collected from the individual's fitness history as a measure in making this determination. In addition, and based on BGFD SOP 101.36, employees may be required to perform essential job functions specifically related to the injury prior to returning to full duty as prescribed by the doctor.

If the employee is not cleared to return to work by the Village's doctor, a third doctor will be selected by the Village's and employee's doctor(s) in an expeditious manner with the assistance of the Village's Human Resource Director. The employee will then be sent to the third doctor. The third doctor will then determine if the employee is cleared to return to work. The cost of the third doctor will be equally divided by the Village and the employee. An employee not cleared to return to work may apply for sick leave or any other leave of absence as provided by this Agreement and/or for disability pension to the extent provided by State statutes.

Employees who are off work for a non-OJI and are required to see the Village's doctor prior to returning to work will be compensated at the rate of two (2) hours of straight pay in lieu of two (2) hours of sick pay and will require verification by the doctor's office. Under no circumstances shall overtime, premium, or additional straight pay be paid in this situation.

Employees who are perceived to be physically and/or mentally unfit for duty shall be evaluated by an appropriate medical/mental health doctor~~doctor~~(s) of the Village's choosing. If a medical/mental health doctor~~doctor~~ determines an employee is physically and/or mentally unfit, the Village retains the right to remove them from active duty. In the event that a medical/mental health doctor~~doctor~~ of the Village's choosing determines that an employee is physically and/or mentally unfit for duty, the employee may request a second opinion. The second opinion will be paid for by the employee and chosen by the employee and must be a medical/mental health doctor~~doctor~~ specializing in the field related to the unfit determination and must be part of the Village's doctor health insurance network. If the first and second opinion conflict a third medical/mental health doctor~~doctor~~ may be selected as in the standard above for injuries or illness and the opinion of the third medical/mental health doctor~~doctor~~ shall prevail. The expenses incurred for the third medical/mental health doctor~~doctor~~ will be equally split between the employee and the Village. The Village retains the right to remove from active duty any employee who has been determined to be unfit for duty by a medical/mental health doctor~~doctor~~ via

a fitness for duty evaluation. Following all procedures contained in the Standard Operating Procedures of the department.

Commented [TG7]: Edit 7: Textual edits to remove apparent typographical errors.

Section 4.7 Drug and Alcohol Testing Policy.

Employees are a most valued part of the Village of Buffalo Grove Fire Department (the “employer”). Their health and safety are serious employer concerns. Drug use and alcohol misuse may pose a serious threat to employee health and safety. It is, therefore, the policy of the employer to prevent substance use or abuse from having an adverse effect on our employees. Both the employer and employees maintain that the work environment is safer and more productive without the presence of illicit or inappropriate drugs or alcohol (herein referred to as “prohibited substances”) in the body or on fire department property.

Furthermore, all employees have a right to work in a drug-free environment and to work with individuals free from the effects of prohibited substances. Employees who use or abuse prohibited substances are a danger to themselves, their co-workers, our customers, the public and the employer’s assets.

The adverse impact of substance abuse at work has been recognized by the federal government and many states. The employer may utilize the regulations issued by the federal government as its standard and is committed to maintaining a drug-free workplace. Where applicable, state laws which differ will supersede this general policy and will be followed for employees in this state. All employees are advised that remaining drug-free are conditions of continued employment or service with the employer.

Specifically, it is the policy of the employer that the use, sale, purchase, transfer, possession or presence in one’s system of any prohibited substance (except medications prescribed by a licensed doctor), including alcohol (unless otherwise permitted by Fire Department rules), by any employee while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles) is strictly prohibited. The employer will notify and cooperate with law enforcement agencies in the investigation of any employee suspected of possession of or trafficking in illicit or inappropriate drugs.

All employees will be subject to testing where circumstances establish that reasonable suspicion of prohibited substance use exists, or following on-the-job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the accident, or following an on duty injury where the incident may be reported to any state or federal governmental body, (i.e., IDOL, OSHA, etc., not OSFM), or as a follow-up to prior prohibited conduct. Employees returning to duty following a violation of this policy will be subject to testing and must submit to follow-up tests for as long as five (5) years. Any employee who tests positive may be subject to discipline. Any employee who refuses to comply with a proper request to submit to testing or who fails to cooperate in the test process will be subject to the same discipline as a positive drug/alcohol

test result. These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each employee. Every effort will be made to maintain the dignity of employees involved. Disciplinary action will, however, be taken as necessary.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter the existing employment or contractual relationship in any way.

Program Summary:

- A. Employer Contact. All questions or concerns should be directed to the Fire Chief at (847) 537-0995 or your immediate supervisor.
- B. When Compliance is Required. All those subject to this policy are expected to refrain from prohibited conduct prior to performing assigned tasks, while performing such tasks and in post-accident cases for eight hours after the accident or until tested.
- C. Prohibited Conduct. The following conduct is prohibited:
 - 1. Controlled substance use at any time, except as prescribed by a doctor;
 - 2. Having a blood alcohol concentration (BAC) breath test result that equals or exceeds 0.04%;
 - 3. Consuming alcohol within four (4) hours prior to reporting for a duty;
 - 4. Consuming alcohol on the job;
 - 5. Consuming alcohol within the eight (8) hours following an accident or until tested;
 - 6. Behavior or ability to perform due to the use of prohibited substances;
 - 7. Refusing to test;
 - 8. Failure to cooperate in the testing process;
 - 9. Possession of alcohol on Employer premises, except in personal vehicles or as permitted by Department.
- D. Test Events. Employees may be tested based on four (4) circumstances:
 - 1. Where circumstances establish that reasonable suspicion of prohibited use exists; or
 - 2. Following on-the-job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the vehicle accident, or;
 - 3. Following an on duty injury where the incident may be reported to any state or federal governmental body (i.e. IDOL, OSHA, etc., not OSFM), or;
 - 4. As a follow-up to prohibited conduct.
- E. Test Procedures. Drug and alcohol testing procedures will be implemented in accordance with the Federal Department of Transportation procedure Title 49 CFR Part 40 et al (Updated May 4, 2012), with the following exclusions:
 - 1. Random drug testing of employees will not be conducted, and

2. Forms used to document the testing process will be determined by the agency/laboratory conducting the test.
- F. Condition of Employment. Submitting to testing as required by this policy is a condition of employment and continued employment with the Employer.
- G. Refusal. Any Employee who refuses to submit to a request to test will be subject to discipline. Refusal includes failure to timely report to a designated testing site (collection site) and the failure to execute all required test documents.
- H. Consequences of Violation. Any Employee who is found to have violated this policy will be subject to the disciplinary procedure as described in the discipline/appeal of test results section of this policy.
- I. Seeking Assistance for a Prohibited Substance. Any employee who is presently experiencing difficulty with prohibited substances is encouraged to seek assistance through the Employee Assistance Program (EAP). If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken.
- J. Forms used by the Village when testing is required are located in Appendix A.

Section 4.8 Performance Evaluation Plan.

The Village and Union recognize that the Performance Evaluation Plan is a vehicle intended to measure and evaluate on-the-job performance.

~~The employee's annual performance evaluation shall be completed by the employee's current supervisor and discussed with the employee prior to the end of the year. "short" 6-month evaluation is for first half of current year and completed by employees current supervisor and discussed with the employee in July/August of the current year. The employee shall receive a final copy evaluation no more than forty-five (45) days after the date on which they receive their evaluation. Both parties agree to discuss the timeline of evaluations during a future Labor Management Meeting.~~

Commented [TG8]: Edit 8: The performance eval schedule was adjusted to match current timelines and p

Commented [TG9]: Edit 9: Performance evaluatio timelines have not been run through Labor Managemet Committee in the past.

If an employee has a disagreement with his/her evaluation, the first step of review will be at the level of the employee's immediate supervisor. If the immediate supervisor cannot resolve the disagreement, the next step will be to have the employee's Battalion Chief review the evaluation. If at ~~the this~~ step the employee's disagreement is not resolved, the employee may then appeal to the Fire Chief in conjunction with the Director of Human Resources. If the employee's disagreement is not resolved at this level, the employee may then meet with the Village Manager as a final step of appeal. The findings of the Village Manager will be deemed the final resolution and his findings may not be grieved. All final resolutions, no matter at what level, will be in writing.

For the first and second step of this process, the time frame allotment will be fifteen (15) days for the appropriate level or response. For the remaining steps the time frame will

be twenty (20) days for the appropriate response. Days are counted as business days, Monday – Friday.

All goals and objectives given by a supervisor will be realistic, attainable and discussed with the employee. Goals that are mandated by the department will be supported or funded by the department.

~~Performance evaluations will also be conducted pursuant to BGFD SOP 1:1.83 Performance Evaluation, as created and in effect August 1, 2014.~~

Commented [TG10]: Edit 10: Performance evalua follow Village wide policy rather than a Department St

Section 4.9 Secondary Employment.

Employees and the Department shall follow the BGFD SOP 101.21 Hours and Duration, ~~revised 01/01/2017, as in practice on May 01, 2017.~~

Commented [TG11]: Edit 11: All references to rev dates were removed from the agreement to ensure that agreement reflects the most current revision. All SOPs by reference in the agreement shall be revised through meeting of the Labor Management Committee.

ARTICLE V

Section 5.1 No Smoking.

Employees covered under this Agreement shall restrict their ~~smoking tobacco use to the designated smoking areas~~, in accordance with state law.

Commented [TG12]: Edit 12: Textual edits to clar supremacy of state law.

Section 5.2 Residency.

There will be no residency requirements for employees covered under this Agreement.

ARTICLE VI

Section 6.1 Salaries.

The Village agrees to place the maximum base pay for Lieutenant/Paramedic and Firefighter/Paramedic at the nearest step one-half percent (1/2%) above the third (3rd) highest agreed upon comparable community, prior to the Village position being included.

For purposes of determining the salaries of job titles within the bargaining unit, for the duration of this Agreement longevity pay at 15 years and stipends shall be added to the “base” salaries of all comparables, as well as those of the Village.

Only the following stipends will be applied in the formula:

1. Firefighter/Paramedic: Firefighter III or Advanced Firefighter, Fire Apparatus Engineer, Shift Reduction and Paramedic
2. Lieutenant: Paramedic, Shift Reduction and Fire Officer I

Collectively, these components shall determine the base salary for each comparable community. For the purpose of determining the general wage increase of comparable communities who have not yet resolved their annual wages by the date of the Buffalo Grove wage reopener, the average of the actual general wage increase and above referenced stipends granted by comparable communities shall be calculated and applied for that time frame.

Salary Schedule – May 1, 2020~~17~~ to April 30, 2021~~18~~

Effective: May 1, 2020~~17~~

- A. Firefighter/Paramedic (2.52~~00~~% Increase):
 1. The minimum and entrance salary at Step ~~257-272~~ as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$~~61,674.08~~66,466.40; and,
 2. The maximum salary, exclusive of overtime pay shall be at Step ~~355-370~~ or \$~~100,549.28~~108,359.68.
- B. Fire Lieutenant/Paramedic (2.01~~0~~% Increase):
 1. The minimum and entrance salary at Step ~~365-380~~ as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$~~105,691.04~~113,900.80; and,
 2. The maximum salary exclusive of overtime pay shall be at Step ~~384-401~~ or \$~~146,197.12~~126,478.56.
- C. Fire Lieutenant/Non-Paramedic (2.01~~0~~% Increase):
 1. The minimum and entrance salary at Step ~~376-361~~ as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$~~103,602.72~~111,652.32; and,
 2. The maximum salary exclusive of overtime pay shall be at Step ~~380-397~~ or \$~~143,900.80~~123,980.48.

Step Plan Illustration – Firefighter/Paramedic –Effective: May 1, 2021~~07~~

Starting pay:	\$ 66,466.40 <u>61,674.08</u> (Step 272 <u>257</u>)
Pay after first complete year of employment:	\$ 71,273.28 <u>66,135.68</u> (Step 286 <u>271</u>)
Pay after second complete year of employment:	\$ 76,425.44 <u>70,917.60</u> (Step 300 <u>285</u>)
Pay after third complete year of employment:	\$ 81,954.08 <u>76,044.80</u> (Step 314 <u>299</u>)

Pay after fourth complete year of employment:	\$ 87,882.08 81,546.40 (Step
Pay after fifth complete year of employment:	\$ 94,234.40 87,443.20 (Step
342327)	
Pay after sixth complete year of employment:	\$ 101,052.64 93,766.40 (Step
356344)	
Pay after seven or more complete years of employment:	\$ 108,359.68 100,549.28 (Step
370355)	

Fire Lieutenant/Paramedic – Effective: May 1, 2020~~17~~

Starting pay (newly promoted):	\$ 113,900.80 105,691.04 (Step
380365)	
Pay after first complete year of employment:	\$ 120,323.84 111,096.96 (Step
391375)	
Pay after two or more complete years of employment:	\$ 126,478.56 116,197.12 (Step
401384)	

Fire Lieutenant/Non-Paramedic – Effective: May 1, 2020~~17~~

Starting pay (newly promoted):	\$ 111,652.32 103,602.72 (Step
376364)	
Pay after first complete year of employment:	\$ 117,948.48 108,902.56 (Step
387374)	
Pay after two or more complete years of employment:	\$ 123,980.48 113,900.80 (Step
397380)	

~~Employees promoted to the rank of Fire Lieutenant shall maintain Paramedic certification during any probationary period. Current Paramedic Lieutenants wishing to decertify shall decertify to a CPR/Basic First Aid status (Non-Paramedic).~~

Commented [TG13]: Edit 13: Wages were updated to reflect the current side letter agreement, which became effective on May 1, 2020.

Commented [TG14]: Edit 14: Requirements regarding the position of Lieutenant were removed to match current position and minimize duplicative requirements.

Section 6.2 Wage and Benefit Reopener

Unless explicitly provided elsewhere in this Agreement, no other changes or modifications shall be made to this Agreement except that each party has the option to reopen the Agreement as follows:

- A. In the month of March of the second year of this Agreement (2021)~~18~~, either party may reopen Article VI, Section 6.1 – Salaries and Section 6.8 – Health Benefits and ~~each party may discuss one additional issue to negotiate, and each party may also discuss one additional issue to negotiate.~~
- B. In the month of March of the third year of this Agreement (2022)~~19~~ either party may reopen Article VI, Section 6.1 – Salaries and Section 6.8 – Health Benefits and each party may discuss one additional issue to negotiate.

~~B. In the month of March of the fourth year of this Agreement (2023) either party may reopen Article VI, Section 6.1 – Salaries and Section 6.8 – Health Benefits and each party may discuss one additional issue to negotiate.~~

Section 6.3 Overtime.

- A. Overtime hours shall be non-scheduled hours worked in excess of the work week when worked at the specific direction or with the approval of the immediate supervisor and shall be paid at one and one-half times the employee's regular straight time hourly rate of pay. An employee's regular straight time hourly rate of pay for overtime pay purposes shall be computed as follows: the employee's annual salary shall be divided by 110.6 to determine the rate of pay for one twenty-four (24) hour shift which in turn, shall be divided by twenty-four (24) to determine the employee's regular straight time hourly rate of pay.
- B. Overtime shall start seven (7) minutes past the normal shift when an employee is held over because of a call or when another employee reports late for work. In cases when an employee is held over because of a call after 0822 hours, employees will be paid one hour minimum overtime for the first hour. In all other instances, overtime will be paid in quarter hour increments based on the seven (7) minute windows. Example: 0x08 hours until 0x22 hours = .25 overtime 0x23 hours until 0x37 hours = .50 hours overtime 0x38 hours until 0x52 hours = .75 hours overtime 0x53 hours until 0x07 hours = 1 hour overtime.
- C. Forcebacks for Thanksgiving and Christmas Day shall be paid at two times the employee's regular straight-time hourly rate of pay.
- D. Employees shall be paid one and one-half the employee's regular straight time hourly rate of pay for regularly scheduled hours of work which are actually worked in excess of two hundred twelve (212) hours in the employee's normal 28 day work cycle (or in excess of the applicable hours ceiling under the Fair Labor Standards Act should the Village designate different FLSA employee work cycles in accordance with the Fair Labor Standards Act.)
- E. Overtime shall also be paid for clinical time required to maintain EMT-P status.

F. Overtime shall be distributed according to SOP 101.25.

Commented [TG16]: Edit 16: A reference to the SOP dealing with overtime distribution was added.

Section 6.4 Training Overtime.

Employees shall be paid at one and one-half times the employee's regular straight time hourly rate of pay for attending department sponsored school training in compliance with BGFDP SOP 700.021 and in the same manner outlined in Section 6.3 Overtime.

Personnel will be paid time-and-one-half for taking required OSFM exams under the following conditions:

Commented [TG17]: Edit 17: Textual edit to correct SOP reference.

1. Personnel must sign up for the exam within thirty (30) days of the completion of the course, provided the State exam is not given as part of the class;
2. Personnel must take the exam within ninety (90) days of the completion of the course;
3. Personnel will be paid for the maximum amount of time allotted by the State for completion of the exam, regardless of the actual time it takes the employee to complete the exam;
4. Payment will only be provided upon proof of passing the exam;
5. Payment will also only be provided for taking the exam once, regardless of the amount of times required to successfully pass;
6. If personnel do not meet the above listed parameters, no pay will be given for the exam.

Section 6.5 Longevity.

Employees shall be eligible for longevity pay beginning with the fifth anniversary of their original employment date. Longevity awards will be presented on the employee's anniversary date according to the following schedule and are subject to deductions:

Years of Service	Award
5 through 9	\$400
10 through 14	\$600
15 through 19	\$800
20 or more	\$1,000

Section 6.6 Temporary Assignment to Higher Level Position.

When an employee, at the direction of the Village, is assigned to perform the duties of the position of Acting Lieutenant or Acting Shift Commander that employee will be compensated at a rate equal to the pay scale of the top pay of their current rank plus 5%.

In situations where Firefighter/Paramedics are assigned to fill in for a Lieutenant who is performing other duties in the Village, they will be paid Acting Lieutenant pay after a minimum of three (3) consecutive hours worked in the capacity of Acting Lieutenant in any twenty-four (24) hour period. This Section shall not apply to callbacks or Special Duty assignments.

Section 6.7 Call Backs.

All General call backs shall be paid at time and one half and for a minimum of one (1) hour.

Section 6.8 Health, Dental and Vision Benefits.

The Village shall grant employees covered by this Agreement, except as specifically and expressly limited by this Agreement, all benefits and provisions including but not limited to the following: life, health, dental and vision insurance, vacation leave, special leave and uniform provisions as granted under the Buffalo Grove Personnel Rules as set forth on June 1, 1984; and changed thereafter.

BENEFITS:

Employees covered under the Agreement shall receive the same health, dental and vision benefits granted to the Village's non-union employees, including, but not limited to plan design and premium contribution.

1. All employees who elect Health Insurance coverage will pay a premium contribution equal to fifteen percent (15%) of the premium for that class of coverage.
2. There will not be any financial contribution for participation in the dental or vision component of the health insurance program.
3. The Village may make reasonable changes to the structure of the plans without the approval of the bargaining unit. Including, but not limited to the replacement of the HMO with an EPO or PPO.

All employee premium contributions will automatically be taken out of an employee's check on a pre-tax basis via Section 125 of the Internal Revenue Code. This means that employees will not pay taxes on the premium contributions.

Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and major medical benefits or change such benefits under a different program or with a different insurance company (including self-insurance), provided the basic level of coverage and benefits are substantially similar. The Village will notify the employees, in writing, of any changes in the basic level of coverage and/or benefits.

The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition of week end admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Dental Insurance. Employees may elect to participate in any dental insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such dental insurance for both employee and dependent coverage.

Vision Insurance. Employees may elect to participate in any vision insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such vision insurance for both employee and dependent coverage.

Life Insurance. Each employee shall receive a group life insurance policy in an amount equal to the employee's annual salary.

Commented [TG18]: Edit 18: Textual edits to ensure references to life insurance matched the formatting of dental and vision benefits.

Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Health Insurance Incentive Amounts

Section 6.9 Health, Dental and Vision Benefit Reopener.

The parties agree to meet according to Article VI, Section 6.2 – Wage and Benefit Reopener to discuss and establish the employee's share of the premium for employee and dependent health care, dental and vision coverage. Any impasse in negotiations on these issues shall be subject to Interest Arbitration under Section 14 of the Illinois Public Labor Relations Act.

Section 6.10 Special Duty Pay.

An off duty employee who works special duty – defined as a duty in which the Village is reimbursed will be compensated at one and one half the rate of pay for hours based on a forty (40) hour work week.

Section 6.11 Attendance at Grievance Meetings.

Every effort shall be made to hold grievance meetings and/or arbitration hearings on shift. However, if any grievance meeting or arbitration hearings are required to be

scheduled during the working hours of any grievant, only the grievant shall be released from duty to attend such meetings or arbitration hearings, without loss of pay.

ARTICLE VII

Section 7.1 Definitions

For the purpose of this contract ~~and 5-BGFD SOP 101.23, 3 and~~ the following definitions will be used:

“Swap” is a situation when the on-duty employee verbally requests coverage by another employee arriving for duty. The swap is based on a verbal agreement between the two employees, with the agreement of the station officer. In this situation, no documentation is required, but the employee currently on duty may not leave the station earlier than 0800 hours.

“Duty trade” is a situation when the employee currently on duty requests coverage by another employee arriving for duty. ~~When effected, the station officer must be notified and approval must be given verbally by the shift commander trade must be verbally approved by the station officer and documented. Once these conditions have been met, the employee requesting the duty trade is considered “off-duty” and may leave the station. It shall be an acceptable practice for any union member with acting lieutenant status to duty trade with a union officer as long as two lieutenants are on duty during the same shift.~~

Commented [TG20]: Edit 20: The definition of duty trade was clarified to ensure that the Shift Commander must approve of duty trades.

Commented [TG21]: Edit 21: The definition of union swap was adjusted to allow additional flexibility to union swap while maintaining current department practices.

Section 7.2 Holidays.

Employees shall receive three (3) floating holidays per calendar year, said days to be scheduled with the specific prior approval of the Fire Chief or his designee.

Employees working a regularly scheduled shift on any holiday listed herein will be paid an additional twelve (12) hours of straight time at their current rate of pay. Employees may duty trade or take comp time for up to four (4) consecutive hours during this shift, and still receive holiday pay. However, the pay will be pro-rated based upon the following formula, ~~on the number of hours they actually worked.~~

Commented [TG22]: Edit 22: Textual changes to : clarity to holiday pay calculations and to align the agree with current practices.

$$\frac{\text{Total Hours Worked During Holiday}}{24} \times 12$$

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Recognized holidays:

- New Year’s Day (January 1)
- Martin Luther King’s Day (official recognized)
- President’s Day (official recognized)
- Memorial Day (official recognized)

- e. Independence Day (July 4)
- f. Labor Day (official recognized)
- g. Thanksgiving Day (official recognized)
- h. Day after Thanksgiving Day (official recognized)
- i. Christmas Eve (December 24)
- j. Christmas Day (December 25)

Employees may conduct the following duty trades ~~the following days~~, and still receive holiday pay compensation:

- a. Thanksgiving Day for the Day after Thanksgiving
- ~~a.b. Day after Thanksgiving for Thanksgiving Day~~
- c. Christmas Eve for Christmas Day
- ~~b.d. Christmas Day for Christmas Eve~~

Commented [TG23]: Edit 23: Textual edits were added to clarify duty swap procedures on holidays.

Section 7.3 Kelly Days.

Employees shall receive eleven (11) shift days off per calendar year. —These work reduction days, or Kelly Days, will be assigned to employees by the Fire Chief in order to facilitate the provisions of the Fair Labor Standards Act.

Reduction of Kelly Days may occur as a result of sick leave, injury leave or any other long term ~~time~~ leave. After each eleven (11) consecutive duty day period, one (1) Kelly Day will be reduced from the employee's accrual. For the purpose of calculating the reduction, the use of employees' personal time off during the duration of the leave will not be counted as part of the Kelly Day reduction process.

Commented [TG24]: Edit 24: A typographical error was corrected and clarification of Kelly Day periods was added.

Kelly Day accrual for employees during their first and last year of employment will be prorated based on actual full months worked during that calendar year based on the eleven (11) day calculation.

Section 7.4 Sick Leave.

Abuse of sick leave is a serious matter. The Union shall join the Village in making a serious effort to monitor and correct the abuse of sick leave wherever and whenever it may occur. Examples of abuse may include, but are not limited to; calling in sick prior to or immediately after a scheduled day off (SDO), use of sick time for reasons other than for its intent, excessive individual sick days in the course of a year, etc.

Employees covered by this Agreement shall be allowed sick leave on the basis of the following:

- a. Employees assigned to shift duty shall earn five (5) twenty four (24) hour shifts of sick leave with pay credit annually. This is equivalent to eighty (80) hours annually.
- b. Employees assigned to shift duty shall accrue sick leave according to the following schedule:

- | | | |
|--|-------------------------------------|------------------|
| | after two (2) months of service | one (1) shift |
| | after four (4) months of service | two (2) shifts |
| | after six (6) months of service | three (3) shifts |
| | after nine (9) months of service | four (4) shifts |
| | after twelve (12) months of service | five (5) shifts |
- c. Employees may use overtime to purchase sick time hours in lieu of pay or compensatory time compensation. Sick time hours purchased will be at the time and one half rate identical to the accrual of compensatory time, (e.g. working four (4) hours of overtime has a value of six (6) hours of sick time purchased). Time purchased cannot exceed the maximum allowable accrued hours contained within the provisions of this document.
 - d. Sick leave shall be credited in advance to the employee at the beginning of each calendar year, effective with the second calendar year of employment.
 - e. Sick leave shall not be accrued while on leave of absence without pay.

Section 7.5 When Taken.

Sick leave with pay will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease, exposure to contagious disease, to care for an ill or injured member of the employee's immediate family, or to keep a doctor's or dentist's appointment. Sick leave shall not be granted in cases where regular or disability retirement has been approved, or for absence due to injuries resulting from employment in a position other than that held in the municipal service. Employees injured in the course of other employment shall be eligible for leave of absence without pay.

For the purposes of this Agreement, immediate family members shall include, husband, wife, domestic partner as recognized in a legal civil union, son, son-in-law, daughter, daughter-in-law, foster child, mother, mother-in-law, step mother, father, father-in-law, step father, brother, brother-in-law, sister, sister-in-law, step children and grandparents of the employee or his/her spouse.

When an employee finds it necessary to be absent for any of the reasons specified herein, he shall report the facts to an on-duty supervisor. An employee is required to give such notification one (1) hour in advance of his scheduled starting time. An employee is responsible for making a daily report (based on duty day) thereafter for the duration of the illness or injury. A medical certificate may be required by the department head for any absence. Failure to comply with the provisions of this Section shall result in denial of sick leave. Three (3) consecutive duty days of absence without notice may result in dismissal after a complete investigation of the facts surrounding the absence.

Section 7.6 Accrual.

Employees assigned to shift duty may accumulate sick leave credit to a maximum of one hundred thirty (130) twenty four (24) hour shifts. –This is equivalent to three thousand one hundred-twenty (3120) hours.

Section 7.7 Accrued Sick Leave.

Retiring employees are eligible to establish an employer sponsored Retiree Health Savings (RHS) Plan. Upon retirement, sick time based on the twenty four (24) hour shift schedule will be converted to the eighty (80) hour per paycheck schedule. This will be accomplished by multiplying the total number of hours accrued at the twenty four (24) hour shift rate by 0.66667. Employees will be eligible to apply their accrued sick leave based on the following table:

Years of Service and Age at Retirement Percent of three thousand one hundred and twenty (3120) two thousand eighty 2,080 Hours:

20 years of service	and 41 years of age at retirement	27.5%
20 years of service	and 42 years of age at retirement	30.0%
20 years of service	and 43 years of age at retirement	32.5%
20 years of service	and 44 years of age at retirement	35.0%
20 years of service	and 45 years of age at retirement	37.5%
20 years of service	and 46 years of age at retirement	40.0%
20 years of service	and 47 years of age at retirement	42.5%
20 years of service	and 48 years of age at retirement	45.0%
20 years of service	and 49 years of age at retirement	47.5%
20 years of service	and 50-54 years of age at retirement	50.0%
21 years of service	and 50-54 years of age at retirement	55.0%
22 years of service	and 50-54 years of age at retirement	60.0%
23 years of service	and 50-54 years of age at retirement	65.0%
24 years of service	and 50-54 years of age at retirement	70.0%
25 years of service	and 50-54 years of age at retirement	75.0%
26 years of service	and 50-54 years of age at retirement	80.0%
27 years of service	and 50-54 years of age at retirement	85.0%
28 years of service	and 50-54 years of age at retirement	90.0%
29 years of service	and 50-54 years of age at retirement	95.0%
30 years of service	or 55+ years of age at retirement	100.0%

Commented [TG25]: Edit 25: Textual edits to align agreement with the personnel manual and maintain ref to an annual 24 hour shift schedule.

The Retiree Health Savings (RHS) Plan will be administered by the ICMA Retirement Corporation and will allow employees to accumulate assets in order to pay medical and other eligible expenses in retirement. The legal basis for an RHS is currently

based on Private Letter Rulings issued by the Internal Revenue Service which allow employers such as the Village to establish such plans. The provisions of this plan will be governed by documents executed by both the Village and ICMA Retirement Corporation. The documents collectively comprise the Vantagecare Retiree Health Savings Plan. It is the intent of the Village to establish a separate plan for the members of the Union.

The Village and Union will review and determine funding levels and formulas in compliance with rules appropriate to the legal basis used to establish the plan and as set forth from time to time in the Village's Personnel Rules and as permitted under applicable tax rules or statutes as adopted and/or amended. Employees who elect to participate in individual contribution programs may be subjected to all applicable rules, including irrevocability of those contributions.

At a minimum, the Village will apply the value of accrued sick leave (Deposit Value) into an employee's RHS Plan account at retirement. Employees must apply the entire value of accrued sick leave to their plan account based on the following formula:

Deposit Value = Number of sick leave hours (shifts) x Dollar hourly value.

The dollar value shall be equal to the lowest hourly rate (which includes Performance Bonus) paid to all Village employees eligible to participate in the Plan as of January 31st for the calendar year in which the employee retires. The hourly rate will be applicable only for the year so calculated. That hourly rate value shall be distributed to all Village employees after it is calculated for the current year.

Commented [TG26]: Edit 26: The date of the effective lowest hourly rate was shifted to January 31st to ensure alignment with the personnel manual and current practice.

On an annual basis (January 1st through December 31st), employees will be able to convert up to one (1) twenty-four (24) hour shift of unused sick days for deposit into their Plan account; providing that they have completed one year of work with no more than one day of absence. An unused sick leave balance of ~~four-seven hundred eighty-two~~ (720480) hours, thirty (30) Shift Days must be maintained in order to convert the shift day for deposit into the plan account.

Commented [TG27]: Edit 27: Textual edits to align agreement with the personnel manual and maintain reference to an annual 24 hour shift schedule.

Days converted for deposit into the plan account are subtracted from the employee's accrued sick leave balance. Conversion of the unused sick day shall not be into vacation leave or paid directly to the employee. The value of the conversion shall be equal to the employee's daily wage and not limited to the wage assigned to the retirement funding value calculated above.

Employees who leave the fire department due to disability or death will receive the value of their accrued sick leave under this plan as part of the RHS benefit.

Section 7.8 Medical Certificate.

A medical certificate required by a department head or designee for the employee shall consist of a written statement by a qualified ~~doctor~~ medical professional indicating:

- A. The employee has been examined by ~~the doctor~~ a qualified medical professional period of absence.
- B. The symptoms observed or measured by the ~~doctor~~ qualified medical professional.
- C. The stated diagnosis and medication and/or treatment prescribed.
- D. The dates on which the employee is expected to be physically incapacitated from work.

Employees who require the use of sick leave for a family member(s) may be required to provide a medical certificate after the second twenty-four (24) hour shift, or the sick time totaling the use of forty-eight (48) hours in a rolling calendar year.

A medical certificate required by the Fire Chief or designee for the employee's family member shall consist of a written statement by a qualified ~~doctor~~ medical professional indicating:

Employee's name, patient's name, date of appointment, time-in, time-out, ~~doctor's~~ qualified medical professional's name and signature.

Employees will be compensated two (2) hours of pay at straight time. The Village will reimburse the employee for co-insurance and/or deductibles incurred to meet this standard, but only applying to office visit charges, or emergency room co-pay if the department directs the employee to visit an emergency room. To receive such reimbursement, the employee must provide documentation that itemizes all costs sought for reimbursement.

Commented [TG28]: Edit 28: Adjustments were n change the required signature on medical certificates fr doctor's signature to that of a qualified medical profess reflect the expansion of physician's assistants in the m field.

Section 7.9 Light Duty.

An employee who is ill/injured as the result of an occupational acquired illness/injury may be required to work for an available, temporary light duty assignment. An employee who is eligible for sick leave may volunteer to work for an available, temporary light duty assignment. All light duty assignments are made at the sole discretion of the Village. Light duty work shall be determined by the Fire Chief in consultation with employee and the employee's doctor.

An employee on light duty may be assigned to work in any Village department.

A light duty assignment shall not exceed sixty (60) calendar days and may be terminated prior to that time limit. The Fire Chief may extend light duty based upon consultation with the employee, the employee's doctor and, if necessary, a Village assigned and paid doctor.

Light duty assignments may be terminated based upon a lack of performance in relation to the assigned job.

Section 7.10 Vacation.

- A. Employees covered by the Agreement shall receive vacation leave credit according to the following schedule:

- (1) 1st partial year and last partial year of service: 5/12 multiplied by months worked;
- (2) 1st full calendar year of service: 5 shifts
- (3) 2nd full calendar year of service: 6 shifts
- (4) 3rd full calendar year of service: 6 shifts
- (5) 4th full calendar year of service: 7 shifts
- (6) 5th full calendar year of service: 7 shifts
- (7) 6th-10 full calendar year of service: 8 shifts
- (8) 11th-14th full calendar year of service: 9 shifts
- (9) 15th-19th full calendar year of service: 10 shifts
- (10) 20th - 24th full calendar year of service: 11 shifts
- (11) 25th (and after) full calendar year of service: 12 shifts

B. All other provisions of Vacation Leave are in accordance to the Buffalo Grove Personnel Rules.

Section 7.11 Hours and Duration.

The regular hours of duty (tour of duty) for employees shall be twenty-four (24) consecutive hours of duty, starting at 0800 hours and ending the following day at 0800 hours. The regular tour of duty shall be followed by forty-eight (48) consecutive hours off duty. Early swaps may be permitted as early as 0700 hours, but the employee currently on-duty may not leave the station any earlier than 0800 hours. Early swaps shall not be considered a duty trade and are not eligible for overtime compensation.

Section 7.12 Compensatory Time.

Compensatory time off may be taken by employees in accordance with BGFD SOP 101.13, revised on 09/28/2012, as in practice on May 1, 2017.

Section 7.13 Selection of Scheduled Days Off.

Scheduled days off (SDO) will be selected in accordance with the following BGFD SOPs:
~~Section B. 101.26 Acting Shift Commander/Acting Lieutenant Selection, revised~~
Unpaid family or medical leave will be granted, when requested and approved, or designated as such, by the Human Resources Director or his designee, in accordance with the Family and Medical Leave Act of 1993.

Commented [TG29]: Edit 29: All references to rev dates were removed from the agreement to ensure that agreement reflects the most current revision. All SOPs by reference in the agreement shall be revised through meeting of the Labor Management Committee.

Commented [TG30]: Edit 30: Textual edit to correct reference.

Commented [TG31]: Edit 31: All references to rev dates were removed from the agreement to ensure that agreement reflects the most current revision. All SOPs by reference in the agreement shall be revised through meeting of the Labor Management Committee.

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Commented [TG33]: Edit 33: Section 7.14 was added to recognize required federal FMLA benefits.

ARTICLE VIII

Section 8.1 Grievance-Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Buffalo Grove Board of Fire & Police Commissioners, except as otherwise provided in this Agreement, shall not be considered a grievance under this Agreement. Such grievance shall be filed by the Union on behalf of the employee.

Section 8.2 Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows unless, by mutual agreement in writing, the parties waive one or more of the aforementioned steps:

STEP 1: The Union may submit the grievance of a Firefighter/Paramedic in writing to the Lieutenant as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance.

The Lieutenant shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented. The decision of the Lieutenant shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Lieutenant’s response.

STEP 2: The Union may submit a grievance of a Fire Lieutenant in writing to the Battalion Chief as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance.

The Battalion Chief shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented.

If a grievance of a Firefighter/Paramedic is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the Union in writing to the Battalion Chief as designated by the Chief with ten (10) calendar days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the Union believes the grievance was improperly denied at the previous step in the grievance procedure. The Battalion Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Battalion Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following the meeting.

STEP 3: ——— If a grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the Union in writing to the Fire Chief within ten (10) calendar days after receipt of the Village's answer in Step 2.

The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief shall investigate the grievance, and in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

STEP 4: If a grievance is not settled at Step 3 and the Union wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted by the Union in writing to the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 3. The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. Thereafter, the Village Manager, or his designee, and other appropriate individuals as desired by the Village Manager, shall meet with the grievant and a Union representative within eighteen (18) calendar days of receipt of the Union's appeal. If no agreement is reached, the

Village Manager or his designee shall submit a written answer to the grievant and the Union within eighteen (18) calendar days following the meeting.

Section 8.3 Arbitration.

If a grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to Arbitration as described below within twenty-one (21) calendar days of receipt of the Village's answer as provided to the Union at Step 4:

- A. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after the receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association, to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted.

Each party also retains the right to request that the panels submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names; the other party shall then strike three (3) names. The person remaining shall be the arbitrator.

- B. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Union and Village representatives.
- C. The Village and the Union shall have the right to request the arbitrator to require the presence of witness or documents. The Village and the Union retain the right to employ legal counsel.
- D. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- E. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4 Limitations On Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step (second step in the case of Fire Lieutenants) and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with applicable Federal or State law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village, Union and the employee(s) covered by this Agreement.

Section 8.5 Time Limit for Filing.

No grievance shall be entertained or processed unless it is signed by the grievant and submitted at Step 1 (Step 2 in the case of a Fire Lieutenant) within thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance. If a grievance is not presented by the employee within the time limit set forth above, it shall be considered waived and may not be further pursued. Such waiver shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances.

If a grievance is not appealed to the next step within the specified time period, or within an approved, written extension thereof, it shall be considered settled on the basis of the Village's last answer, provided, however, that such settlement shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at this step and immediately appeal the grievance to the next step.

The parties may, by mutual written agreement, extend any of the time limits set forth in this Article.

Section 8.6 Miscellaneous.

No action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE IX

Section 9.1 No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slow-down, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unimproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Each employee who holds a position of officer or steward of the Union occupies a position of special trust and obligation to notify the employees of their actions as being a violation of this Article in order to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 9.2 No Lockout.

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE X

Section 10.1 Discipline and Discharge Investigations

Disciplinary actions instituted by the Village shall be for reasons based upon an employee's failure to fulfill his responsibilities as an employee. Where the Village believes just cause exists to institute disciplinary action it shall have the option, consistent with the principles of timely progressive discipline imposed for the purpose of encouraging corrective employee action, to assess including but not limited to the following penalties:

Counseling Session
Oral Reprimand
Written Reprimand
Suspension
Demotion
Termination

Any disciplinary action or measure other than a counseling session, oral and written reprimand imposed upon an employee shall be subject to review and appeal as provided

for in this Agreement. Counseling sessions, oral and written reprimands shall not be subject to the arbitration procedure or to review by the Board of Police and Fire Commissioners. Employees shall have the right to file grievances concerning discipline covering suspension without pay, demotion and/or termination or they may choose the hearing process by the Board of Fire and Police Commissioners. Filing of a grievance shall act as a waiver by the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners. A form containing such specific waiver shall be executed by the employee prior to filing a grievance. Seeking review by the Board of Fire and Police Commissioners shall act as a waiver by the Union and employee involved of the right to challenge the same matter in the grievance process.

- A. The Village agrees that non-probationary employees shall be disciplined and discharged only for just cause. A copy of all suspension, demotion and discharge notices shall be provided to the employee. The Employer further agrees that disciplinary actions shall be imposed in a timely manner (not to exceed thirty (30) calendar days from the date of the incident giving rise to the disciplinary action or from the date of the Employer's completion of its investigation of such incident whichever is later) and shall not conflict with the "Illinois Fireman's Disciplinary Act" (III. Rev. Stat ch. 85 Par 2501, et seq.).
- B. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement or deemed proper by the appropriate hearing authority.
- C. Disciplinary actions, including but not limited to oral, written, and suspension, recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action, except for a related offense. Non-meritorious disciplinary actions shall not be relied upon to justify any subsequent disciplinary action. In the event disciplinary action is contemplated against an employee, prior to any pre-disciplinary discussions or meetings with the employee, the employee shall be informed of his/her rights to representation prior to such meeting. Employees shall be entitled to representation at all disciplinary investigatory meetings, which the employee attends and are initiated by the Employer, and at any meeting or interviews which the employee reasonably believes could result in discipline.
- D. The Village shall conduct Rules Violations Investigations (R.V.I.) when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee.

It is understood that polygraph examinations without written consent of the employee and tests by means of any chemical substance will not be used by the Village in any phase of disciplinary investigations or interrogation.

- E. Prior to taking any final, disciplinary action and just 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:

1. Allegation of violations of Rules and Regulations
2. Statement of charges and specifications
3. Employee statements
4. Acknowledgment of notification and review
5. The discipline recommended
6. Copies of the employees pertinent past discipline.

The employee shall be entitled to representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

- F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, shall, upon reasonable request to the Chief or his designee, be open and available for inspection and copying by the effected employee during regular business hours. With respect to such files maintained at the Department, regular business hours shall encompass 9:00 a.m. to 5:00 p.m. It is agreed that any of these files not made available for inspection and copying shall not be used in any manner or forum for any disciplinary action.
- G. Interrogations - Interrogation shall be defined as the questioning of a firefighter (employee) pursuant to an investigation initiated by the Village in connection with an alleged violation of the Rules, Regulations or Orders of the Village of Buffalo Grove or the Fire Department, which may be the basis for filing charges seeking the suspension, removal or discharge of a firefighter (employee). Whenever a firefighter is subjected to administrative interrogation for any reason which could lead to disciplinary action of discharge or suspension of more than twenty-four (24) hours, the interrogation shall be conducted under the following conditions:

- 1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the firefighter is on duty. If the firefighter is off duty, he/she shall be compensated at the appropriate rate of pay.

- 2) The firefighter under interrogation shall be informed of the name, rank and command of the person in charge of the interrogation, the interrogating officers and all persons present during the interrogation.
- 3) The firefighter under investigation shall be informed of the nature of the complaint or investigation in writing prior to any interrogation.
- 4) The interrogation session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person being interrogated shall be allowed to attend to his own personal physical necessities.
- 5) No firefighter under interrogation shall be threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interrogating officer from informing the firefighter that his or her conduct can be the subject of disciplinary action should he or she refuse to obey a lawful order from the ranking officer. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with the Fireman's Disciplinary Act may not be utilized in any subsequent disciplinary proceeding against the firefighter. (P.A. 83-783) No promise of reward shall be made as an inducement to answering any questions.
- 6) No firefighter shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.
- 7) At the request of a firefighter and prior to any interrogation, the firefighter shall have the right to be represented by counsel of his or her choice, who may be present at all times during the interrogation. The attorney shall not participate in the interrogation, except to counsel the firefighter. The firefighter may request a postponement of the initial interrogation to contact an attorney of his or her own choosing. The interrogation may not be postponed more than twenty-four (24) hours, with allowances made for weekends and holidays, unless specifically waived by mutual agreement of the Village and the firefighter being interrogated. A representative of the employee's choice may also be present during any interrogation. A complete record of any interrogation shall be made and a complete transcript or copy made available to the firefighter without charge and without undue delay. The Village or the firefighter may record the interrogation.
- 8) This Section does not apply to any interrogation of a firefighter in the normal course of duty, counseling, instruction, informal admonishment or

other routine or unplanned contact with a supervisor or any other firefighter. Any admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Section may not be utilized in any subsequent disciplinary proceeding.

- H. It is understood that the rights of firefighters herein shall not diminish the right and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. This Article does not apply to any firefighter (employee) charged with violating any provision of the Criminal Code of 1961 [720 ILCS 5/1-1] or any other federal, state or local code. If the allegation under investigation indicates the recommendation for separation or termination is probable against the firefighter, the firefighter shall be given statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the firefighter, the firefighter shall be given the constitutional rights concerning self-incrimination prior to commencement of the interrogation.
- I. No firefighter shall be compelled to speak or testify before, or be questioned by any non-governmental agency. This provision shall not apply to reasonable requests from the Village's insurance carriers provided that the employee is covered by the insurance policy applicable to the situation.
- J. Reviews of decisions of the Board of Police and Fire Commissioners or of an arbitrator under this section shall be as provided by law, based on the election of the hearing body selected by the employee.
- K. Suspensions shall be charged at a rate based on a fifty-one and two tenths (51.2) hour work week.

Section 10.2 Performance Improvement Plan

In situations where an accident, discipline or substandard performance occurs, it is incumbent upon the Village to work with the employee to identify potential deficiencies and correct the negative action. In order to accomplish this goal, BGFDP SOP 1-1.45101.09 Performance Improvement Plan, as in practice on August 1, 2014, will be referenced and followed.

Nothing in this agreement shall cause the Village to waiver from adhering to the Illinois Firemen's Disciplinary Act (50 ILCS 745/).

Commented [TG34]: Edit 34: Correction of SOP 1

Commented [TG35]: Edit 35: All references to rev dates were removed from the agreement to ensure that agreement reflects the most current revision. All SOPs by reference in the agreement shall be revised through meeting of the Labor Management Committee.

ARTICLE XI

Section 11.1 Dues Checkoff.

The Village shall deduct from each employee's paycheck the uniform, regular bi-weekly Union dues for each employee in the bargaining unit who has filed with the Village and Fire Chief a properly executed authorization form. Such authorization may only be

revoked by written notice to the Village and the Union during the thirty (30) days prior to the termination date set forth in Article XIV of this Agreement. The Union may change the fixed uniform dollar amount two (2) times per year during the term of this Agreement by giving the Village at least thirty (30) days advance notice in writing, with a copy to the Fire Chief, of any change in the amount of dues to be deducted.

The Village shall remit the total amount of the deducted dues, along with a list of employees from whom the dues have been deducted, to the Union not later than seven (7) days after the deduction is made.

~~Section 11.2 Fair Share.~~

Commented [TG36]: Edit 36: Section 11.2 was re-reflect the requirements of the Supreme Court's Janus AFSCME decision.

Section 12.1 Definition of Seniority.

Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn Lieutenant or Firefighter/Paramedic in the Department and uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the Firefighter/Paramedics on the Board of Fire and Police Commission hiring or promotional list, whichever is applicable, with the Firefighter/Paramedic higher on the applicable list being the more senior. Where the term "seniority" is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 12.2 Probationary Period.

All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of twelve (12) months, in accordance with 65 ILCS 5/10-2.1-4. During an employee's probationary period, the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employees may have separate and apart from this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

In the event of an absence or leave, the probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time (i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four (4) weeks or more during the first twelve (12) months of employment).

Section 12.3 Seniority List.

On or before September 1 of each year, the Village will provide the Union with a seniority list setting forth each employee seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Union's receipt of the list.

Section 12.4 Layoff.

Employees covered by this Agreement will be laid off in accordance with their length of service as provided in the Illinois Municipal Code, Chapter 65, Section 5/3.10-2.18 as amended from time to time.

Section 12.5 Recall.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union; it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with this latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 12.6 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes, subject to confirmation by the Village's Board of Fire and Police Commission, if the employee:

- A. resigns;
- B. is discharged;
- C. retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- D. falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- E. fails to report to work at the conclusion of an authorized leave or vacation;
- F. is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall or fails to

return to work within two (2) working days after the established date for the employee's return to work:

- G. is laid off for a period in excess of two (2) years;
- H. does not perform work for the Village for a period in excess of twelve (12) months, provided however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers compensation, disability pension, or a layoff where the employee has recall rights;
- I. is absent for one shift day (24 hours) without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Section 12.7 Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- A. An employee shall be paid for any earned but unused vacation days.
- B. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and if desired, family coverage.
- C. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- D. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 12.8 Interruption of Seniority.

Seniority shall be interrupted in the event an employee is laid off, placed on a non-duty disability pension or is granted a leave of absence without pay. When an employee returns from a layoff, non-duty disability or an unpaid leave of absence, his seniority shall be his length of service up to the date of layoff or beginning of the unpaid leave of absence.

Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

Section 12.9 Promotions-Fire Lieutenant.

The Board of Fire and Police Commissioners shall provide for promotion in the Fire Department on the basis of performance on a Written Examination, Ascertained Merit, Subjective Evaluation (oral, tactical and performance potential rating) and seniority in service. All promotional processes that are fire service related will be conducted in

accordance with the provisions of the 50 Illinois Compiled Statutes 742/1 et seq. (50 ILCS 742/1 et seq.)

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit themselves for promotion. To be eligible for examination, an applicant must have satisfactorily completed the probationary period for his present rank, have been employed as a Firefighter for a minimum of two (2) years with the Village of Buffalo Grove, and have a cumulative experience of no less than five (5) years as a full-time firefighter employed directly by a municipal, state or federal agency. This includes employment for a fire district, but does not include employment through a private contractor. An applicant for Fire Lieutenant must be certified as a Firefighter III or Advanced Firefighter by the Office of the State Fire Marshal. In addition, an applicant for Fire Lieutenant must have satisfactorily completed all academic coursework and required examinations for certification as a Fire Officer I by the Office of the State Fire Marshal.

All personnel who submit themselves to examination will be graded according to the following schedule:

Oral Interview	15%
Tactical Assessment	25.5%
Performance Potential Rating (PPR)	26.55.5%
Written Exam	25.5%
Seniority	5%
(¼% (0.25%) per year for a maximum of twenty (20) years. Seniority based on the date of the orientation as the first component of testing)	
Ascertained Merit	3.5%
(A.A.S. or A.S. = 2.0%, B.S. or B.A. = 3.5% - maximum combined score may not exceed 3.5%)	
Maximum Grade	100%

For the Oral Interview, Tactical Exam and Written Examination, each applicant for promotion must be present at the designated testing site at the time designated for the examination to be held. Any candidate who is not so present will receive a "0" zero for that section as a score.

The order of testing for each component of the promotional process shall be the Orientation, Oral Interview, ~~Tactical Examination~~, Performance Potential Rating (PPR), ~~Tactical Examination~~ and the Written Examination.

Military credit shall be applied as prescribed by Statute 50 ILCS 742/1 et seq. All claims for points will be based on the Rules and Regulations of the Board of Fire and Police Commissioners.

Commented [TG37]: Edit 37: The language regarding Lieutenant promotional process was changed to add an increased emphasis on Performance Potential Ratings.

Commented [TG38]: Edit 38: The language regarding Lieutenant promotional process was changed to add an increased emphasis on Performance Potential Ratings.

The Board of Fire and Police Commissioners will contract an independent testing agency to administer the Tactical Examination and the Written Examination. Assessors from said agency must decline participation in the process if within the last seven (7) years there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be "Employment Relationships". Fire Department staff or employees will not be part of the Tactical Exam scoring process and will only function in support roles as necessary.

Commented [TG39]: Edit 39: Language was changed to reflect that the Written Examination is conducted by an independent testing agency.

Outside monitors will be allowed for the process of promotions governed by this section of the Agreement, in accordance with the Illinois Fire Department Promotion Act (50 ILCS 742).

Employees who participate in the promotional process will have their past two annual performance evaluations delivered to the Board of Fire and Police Commissioners with their application to the exam process as a reference document for the Board of Fire and Police Commissioners without a weighted value for the promotional process. For the purpose of completing the PPR rating, personnel who have had a shift change in the past 365 days from the date of the beginning of the testing will be allowed to select the most recent supervisor (Lieutenant), from their most recent previous shift, as the "C" rater within the procedures of the PPR process as contained in the Rules and Regulations of the Board of Fire and Police Commissioners.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

~~The one year notification process shall be waived for the first testing cycle that is covered by the ratification of this Agreement. All years thereafter as governed by this Agreement will require a one year advance notification of the testing process.~~

Commented [TG40]: Edit 40: Duplicative and out of context language was removed.

Section 12.10 Promotions-Battalion Chief

The Fire Chief shall provide a process for promotion in the Fire Department to the rank of Battalion Chief on the basis of performance on an Interview, Assessment Center (oral, tactical and writing), Performance Potential Rating (PPR), and seniority in service. All promotional processes that are fire service related will be conducted with both internal and external fire service evaluators.

The promotional process for Battalion Chief shall begin with the requirement of qualified candidates completing and returning an "Application for Promotion". This Application outlines the basic requirements for application for promotion to Battalion Chief. It additionally addresses the basic educational requirements of the position, should such promotion to Battalion Chief be attained. Said Application must be delivered to the Fire Chief or his designee by the date indicated on the application. Failure to deliver said application will result in immediate disqualification from the current Battalion Chief promotional process.

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit them for promotion. To be eligible for examination for Battalion Chief, an applicant must have a minimum of one (1) year experience as a Fire Lieutenant with the Buffalo Grove Fire Department and a Bachelor Degree.

~~Any employee promoted to the position of Battalion Chief during the duration of this Agreement, shall earn a Bachelor Degree within three (3) years of their promotion, if one has not already been earned. If extraordinary circumstances prevent the employee from earning a degree in this time period, an extension may be granted by the Fire Chief, in agreement with the current Union President. Failure to attain a Bachelor's Degree within the designated timeframe will result in the removal of the promoted employee from the rank of Battalion Chief, and may result in termination.~~

Commented [TG42]: Edit 42: The language regarding requirements of the position of Battalion Chief was changed to add a requirement that interested individuals must have a Bachelor Degree in order to test for promotion.

Ascertained Merit**	3.5%
PPR	10%
Seniority*	6.5%
Oral Interview	30%
Assessment Center	50%
Maximum Grade	100%

*1/2% per year for a maximum of thirteen (13) years of service as a Lieutenant.

Seniority based on the date of the orientation as the first component of testing.

**2.0% for a Bachelor's Degree; 3.5% for a Master's Degree

For the Oral Interview and Assessment Center, each applicant for promotion must be present at the designated testing site, and at the time designated for the examination to be held. Any candidate who is not so present will receive a zero (0) for that section as a score.

The order of testing for each component of the promotional process shall be: Application, PPR, Seniority, Oral Interview, and Assessment Center.

Military credit shall be applied as prescribed by Illinois Statute 50 ILCS 742/1 et seq. ~~All claims for points will follow the Rules and Regulations of the Board of Fire and Police Commissioners.~~

The Fire Chief will form an independent group to conduct the Assessment Center. Assessors must decline participation in the process if, within the last seven (7) years, there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be "Employment Relationships". Fire Department staff or employees will not be part of the Tactical Exam scoring process, and will only function in support roles if necessary.

Commented [TG43]: Edit 43: a reference to the Regulation of the Board of Fire and Police Commissioners removed as the promotional process follows state statute internal rules and regulations, rather than the BFPC.

There will be no outside monitors for the process of promotions as governed by this Agreement.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

The Fire Chief reserves the right to select candidates for the promotion to Battalion Chief based on the specific job description requirements of the position.

ARTICLE XIII

Section 13.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the Union's right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village may consider changing during the term of this Agreement.

ARTICLE XIV

Section 14.1 Savings Clause.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency of court decision or subsequent litigation and the remaining parts or portions of this Agreement shall remain in full force and effect.

In such event, the parties shall, upon request of either party, upon thirty (30) days notice of any determination, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XV

Section 15.1 Duration of Agreement.

This Agreement shall be effective as of the day after the Agreement is executed by both parties and shall remain in full force and effect until 11:59 P. M. on the 30th day of April, 2023~~30~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding Section.

Commented [TG44]: Edit 44: Textual edit to reflect agreement timeline.

Attachment: CBA - Final Draft Redlined 10.16.20 (IAFF Contract)

This Agreement being approved on ~~October 16, 2017~~ November 2, 2020 by the Village of Buffalo Grove Board of Trustees, executed by the Village Manager and signed by:

For the Village of Buffalo Grove

Dane Bragg
Village Manager

Arthur A. Malinowski, Jr.
Director of Human Resources

William M. Baker
Fire Chief

**For the Buffalo Grove Professional Firefighter/Paramedic Association
Local 3177, IAFF, AFL-CIO, CLC**

Michael J. Spiro
Union President

~~Lawrence M. Lezon~~ Frank Doll
Union Vice President

Alfredo Caballero
Union Secretary

APPENDIX A – DRUG/ALCOHOL TESTING

The purpose of this Appendix is to provide forms used by the Village of Buffalo Grove during the implementation of alcohol and drug testing (herein referred to as "testing") of Employees for the presence of prohibited substances pursuant to Section 4.7, Drug and Alcohol Testing Policy (the "Policy"). These procedures are intended as a supervisory guide only and are in no way intended to alter any existing relationship between Village of Buffalo Grove Fire Department (the "Employer") and any Employee.

DRUG/ALCOHOL TESTING FORMS

EMPLOYEE NOTIFICATION LETTER

ACKNOWLEDGMENT OF NOTICE OF POLICY & CONSENT TO TESTING

LAST CHANCE AGREEMENT

REPORT OF REASONABLE SUSPICION

NEW HIRE ACKNOWLEDGMENT, RELEASE AND CONSENT

FORM

Date: _____

EMPLOYEE NOTIFICATION LETTER

Dear Employee:

The VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, has ratified a revised drug/alcohol use policy and procedures (the "Policy"). This Policy enhances already existing Employer prohibitions of the use of illicit or inappropriate drugs (herein referred to as prohibited substances. Specifically, it is the policy of the Employer that the use, sale, purchase, transfer, possession or presence in one's system of any prohibited substance (except medications prescribed by a licensed doctor), including alcohol (unless otherwise permitted by Fire department rules), by any Employee while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles) is strictly prohibited. This Policy supersedes all prior policies and statements relating to prohibited substances. The Employer will notify and cooperate with law enforcement agencies in the investigation of any Employee suspected of possession of or trafficking in illicit or inappropriate drugs. Any Employee convicted of on-the-job, possession of or trafficking in illicit or inappropriate drugs, or of driving intoxicated will be terminated.

Under the procedures adopted, Employees will be subject to testing where the circumstances establish that reasonable suspicion of prohibited substance use exists. Employees will also be required to submit to testing following on-the-job accidents or injuries. Refusal to submit to a properly given request to submit to testing will be considered a violation of Employer policy subjecting the Employee to immediate discipline.

In addition, should the federal, state or local rules be revised to include/permit additional testing or limit such testing, the Employer's policy will be revised to comply with those rules.

Every safeguard will be taken in the specimen collection process to ensure that all federally mandated chain-of-custody and laboratory criteria will be met. Employee privacy and confidentiality will be vigorously safeguarded.

VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT ADHERES TO A POLICY OF NON-DISCRIMINATION AGAINST EMPLOYEES SUFFERING FROM ALCOHOLISM OR DRUG ADDICTION IF PROTECTED UNDER FEDERAL AND STATE GUIDELINES.

Attachment: CBA - Final Draft Redlined 10.16.20 (IAFF Contract)

Any Employee who is presently experiencing difficulty with prohibited substances is encouraged to seek assistance through the Employee Assistance Program. If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken. BE FOREWARNED, courts have determined that current use of prohibited substances detected by testing may not protect Employees claiming protection under handicap statutes.

The following drugs will be tested for:

ALCOHOL
AMPHETAMINES
COCAINE
MARIJUANA
OPIATE METABOLITES
PHENCYCLIDINE (PCP)

Any Employee testing positive for the use of prohibited substances may be subject to discipline, up to and including, termination.

Very truly yours,

Village of Buffalo Grove Fire Department, and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC.

By: William M. Baker
Its: Fire Chief

FORM

**ACKNOWLEDGMENT OF NOTICE OF THE
VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT
AND THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION LOCAL 3177, IAFF, AFL-CIO, CLC
DRUG/ALCOHOL USE POLICY AND PROCEDURES
AND CONSENT TO TESTING**

I, _____, acknowledge receiving written notice of the existence of the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol Abuse Policy (the "Policy").

As a condition of continued employment or service to the Employer, I understand and agree that I must not use, buy, sell, accept as a gift, experiment with, traffic in or be otherwise involved with illicit or inappropriate drugs or alcohol (unless otherwise permitted by fire department rules) while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles).

I understand that the Policy does not apply to medication properly taken as prescribed by a licensed doctor, except as provided by the Policy.

I further understand and agree that I may be required to submit to testing on four occasions:

1. Where circumstances establish that reasonable suspicion of prohibited substance use exists, or;
2. Following on-the-job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the vehicle accident, or;
3. Following an on duty injury where the incident may be reported to any state or federal governmental body (i.e., IDOL, OSHA, etc., not OSFM) or;
4. As a follow-up to prior prohibited conduct.

I understand, further, that refusal to submit to testing when requested to do so by a supervisor will result in immediate discipline.

My signature below indicates my understanding of this Policy and what is expected of me, my consent to be tested and my authorization to release to any collection site personnel, medical review officer or Employer representative the information necessary to comply with this Policy.

(Date)

(Employee Signature)

(Date)

(Employer Signature)

FORM

**LAST CHANCE AGREEMENT
FOR VIOLATION OF
DRUG/ALCOHOL USE POLICY**

Attachment: CBA - Final Draft Redlined 10.16.20 (IAFF Contract)

THE BUFFALO GROVE FIRE DEPARTMENT (the "Employer") agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and drug use. The following conditions apply to your rehabilitation program:

You must authorize the Employee Assistance Program to provide proof of enrollment in an alcohol and drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to the Fire Chief. The Employer will closely monitor your attendance and will terminate you (cancel your agreement) if you do not regularly attend all required sessions.

You will pay for all costs of rehabilitation, which are not covered under the Employer's benefit plan.

During the five years following completion of your rehabilitation program, the Employer, under the direction of the Substance Abuse Professional, will test you for alcohol or drug abuse on an unannounced basis, while on duty. The Employer will promptly terminate you (your services) if you refuse to submit to testing or if you test positive during this five-year period.

You must meet all established standards of conduct and job performance. The Employer will terminate you (your services) if your on-the-job conduct or job performance is unsatisfactory. Satisfactory performance includes ongoing compliance with the drug testing policy, including testing if there is reasonable suspicion of violation of the prohibition of use.

Nothing in this agreement alters your employment status. The Employer hopes its employment relationship with you will be a happy and enduring one. Nevertheless, you remain free to resign your employment (terminate your agreement) at any time for any or no reason without notice.

I voluntarily agree to all the above conditions and authorize the Employee Assistance Program to provide the Fire Chief with proof of my enrollment and attendance at the recommended rehabilitation program.

(Date)

(Employee Signature)

(Date)
FORM

(Employer Signature)

Attachment: CBA - Final Draft Redlined 10.16.20 (IAFF Contract)

**BUFFALO GROVE FIRE DEPARTMENT
REPORT OF REASONABLE SUSPICION
OF THE
DRUG/ALCOHOL USE POLICY**

(This form must be completed the same day the Employee is asked to take a test)

I, _____ (Staff Officer), and I, _____ (Lieutenant) have observed behavior in _____ (Employee) that is consistent with the guidelines determining the need for reasonable suspicion drug testing as defined in the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol Abuse Policy.

The Employer will adhere to the following guidelines when determining the need for reasonable suspicion drug testing: (Circle the observed behavior(s)).

1. Direct observation of drug use while at work.
2. Direct observation of physical symptoms or manifestations of being in violation of the Employer's Drug and Alcohol Abuse Policy while at work.
3. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
4. A report of drug abuse, provided by a reliable and credible known source, which has been independently corroborated.
5. Evidence that an individual has tampered with a drug test during his/her employment with the current Employer.
6. Information that an Employee has caused, or contributed to an accident while at work.
7. Evidence that an Employee has used, possessed, sold, solicited, or transferred drugs while working or while on this Employer's premises or while operating this Employer's vehicle, machinery or equipment.

NOTES:

(Staff Officer)

(Date)

(Lieutenant)

(Date)

(Fire Chief)

(Date)

FORM

**ACKNOWLEDGMENT, RELEASE AND CONSENT
OF THE
BUFFALO GROVE FIRE DEPARTMENT
DRUG/ALCOHOL USE POLICY AND PROCEDURES**

I acknowledge that the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, has a Drug and Alcohol Abuse Policy (the "Policy") and consent to the following:

As a condition for consideration of my application for employment, I agree to undergo screening of my urine for illegal drugs. I further understand and agree that if employed, as a condition of my employment, I will be required to submit to testing for the detection of prohibited substances or alcohol based upon suspicion or following an accident, injury, spill or returning to work after an absence of 30 days or more.

I consent to be tested and authorize any doctor, laboratory, hospital or medical professional, retained by *BUFFALO GROVE FIRE DEPARTMENT*, to release to any collection site personnel, medical review officer or Employer representative the information necessary to comply with this Policy. I release the doctors, laboratories and couriers or hospitals retained by the *BUFFALO GROVE FIRE DEPARTMENT*, their Employees, agents, contractors and successors and assigns from any liability whatsoever arising from the request to furnish the urine, the testing of the urine sample and decisions made concerning continued employment based upon the results of the analysis.

(Date)

(Applicant Signature)

(Date)

(Employer Signature)

Attachment: CBA - Final Draft Redlined 10.16.20 (IAFF Contract)

APPENDIX B – COMPARABLE COMMUNITIES

1. Elk Grove Village
2. Glenview
3. Gurnee
4. Highland Park
5. Hoffman Estates
6. Morton Grove
7. Mount Prospect
8. Mundelein
9. Niles
10. Northbrook
11. Park Ridge
12. Rolling Meadows
13. Wheeling
14. Wilmette

AN AGREEMENT BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION
LOCAL 3177, IAFF, AFL-CIO, CLC
MAY 1, 2020 THROUGH APRIL 30, 2023

Commented [TG1]: Edit 1: Change of dates to reflect year contractual agreement.

Attachment: CBA - Final Draft 10.16.20 (IAFF Contract)

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AGREEMENT

This Agreement is made and entered into by and between the Village of Buffalo Grove, Illinois (hereinafter referred to as the "Village"), and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, of the International Association of Fire Fighters, AFL-CIO, CLC, (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire Agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances, as provided herein.

The Union agrees that its membership is committed to excellence in carrying out the duties and mission of the fire department and the Union executive board agrees it has a duty to address substandard performance among its members.

Now, therefore, the parties agree as follows:

ARTICLE I

Section 1.1 Recognition.

The Village recognizes the Union as the sole and exclusive bargaining representative for all full time Firefighter/Paramedics and Lieutenants employed by the Village of Buffalo in the classifications or ranks of Firefighter/Paramedics and Lieutenants, but excluding Deputy Fire Chiefs, Battalion Chiefs, managerial, all part time or temporary employees, all civilian employees, and all other employees of the Department and the Village.

Section 1.2 Fair Representation.

The Union recognizes its responsibility as bargaining agent, and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability, (monetary or otherwise). In addition, the Union shall be responsible for paying all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation, although indemnification shall not be extended due to errors that are solely the fault of the Village.

Section 1.3 Non-Discrimination.

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, Union membership or non-membership or political affiliation. Any formal dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 1.4 Gender.

In this Agreement, all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

ARTICLE II

Section 2.1 Use of Bulletin Board.

The Village will allow the Union to place a bulletin board in the bunk rooms of each fire station for the posting of official Union notices of a non-partisan, non-derogatory nature. The Union will limit the posting of Union notices to such bulletin boards.

ARTICLE III

Section 3.1 Management Rights.

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees to make and implement decisions with respect to the operation and the management of its operations, in all respects, including all rights and authority possessed or exercised by the Village prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment, and

to employ personnel; to schedule and assign work; to establish work and productivity standards and, from time to time, to change these standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether the services to be provided by employees covered by this Agreement, or by other employees, or non-employees not covered by this Agreement; to determine whether services may be contracted or sub-contracted out; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to the grievance and arbitration procedure); to enforce and alter those provisions covered under the Village of Buffalo Grove Personnel Rules, to enforce and alter the Buffalo Grove Fire Department Standard Operating Procedures Manual and Fire Department Rules and Regulations; to evaluate employees; to discipline, suspend, and discharge employees for just cause in accordance with the Fire Department rules and policies, the Board of Fire and Police Commission rules and regulations, and the Illinois Board of Fire and Police Commissioners Act; 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 conflict with any of the expressed, written provisions of this Agreement.

Section 3.2 Contracting Out.

No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. If subcontracting is a factor in the decision not to hire additional Village employees as firefighter/paramedics, the Village will give the Union at least ninety (90) days advance notice of the effective date of the decision. The Village will discuss the issue with the Union.

Additionally, current staffing levels of employees covered by this Agreement will not be subject to subcontracting decisions by the Village. Only additional staffing needs above the current staffing levels may be considered by the Village and Department from time to time will be subject to subcontracting.

Section 3.3 Precedence of Agreement.

If there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or a written rule, regulation, directive, policy, or procedure which may be in effect from time to time, the specific provision(s) of this Agreement for its duration, shall take precedence.

ARTICLE IV

Section 4.1 Safety Committee.

The Village and the Union recognize the importance of maintaining a Fire Department Safety Committee to address safety issues within the department and to promote the safety, welfare and physical wellbeing of all Fire Department personnel.

The Safety Committee shall be comprised of five (5) members, at least four (4) of which will be represented by Local 3177, and one (1) Battalion Chief (Safety Officer). The Fire Department Safety Officer shall serve as Chairman. At least one member shall be appointed by the Union.

Commented [TG2]: Edit 3: The membership of the Committee was adjusted to remove the requirement of Lieutenant being present on the committee.

Section 4.2 Standard Operating Procedures Committee.

The SOP Committee has the responsibility to make any recommendations to the Fire Chief for changes in the SOP manual as necessary, but only in the form of recommendations which may or may not be accepted by the Fire Chief. The purpose of this Committee will be to complete the review of the SOP manual and divide it into "Standard Operating Procedures" (SOPs).

The Committee will remain idle until such time the Fire Chief deems it necessary to review a particular SOP. At no time will the SOP Committee be charged with the review or consideration of SOPs that involve mandatory subjects of bargaining. Those items will be addressed through the Labor Management Committee as established in Section 4.3 of this Agreement, or through the normal negotiation process at the end of any Agreement.

Commented [TG3]: Edit 4: Textual edits to ensure agreement matches current practices for changes to standard operating procedures.

Section 4.3 Labor-Management Committee.

The Village and Union recognize the need to communicate on a regular basis throughout the term of this Agreement. In order to facilitate an open and candid exchange of information, a Labor-Management Committee will be the forum for these communications. The purpose of the Committee is to establish a regular pattern of meetings to discuss issues of mutual concern.

The Labor-Management Committee may be comprised of the following:

For the Village -- Fire Chief, Deputy Chief(s), Battalion Chiefs, EMS Educator/Coordinator, Fire Department Management Analyst, Village Manager, Director of Human Resources, and Director of Finance.

For the Union -- Union President, Vice-President, Secretary, three (3) Shift Stewards and Lieutenant representative.

Commented [TG4]: Edit 5: Addition of the EMS Coordinator and Fire Department Management Analyst to the Committee due to significant roles in Department administration.

The Committee shall meet at least four (4) times in a calendar year unless the parties mutually agree to meet more or less. If any Labor-Management Committee meeting is scheduled during work hours of an employee, such employee(s) shall be released from duty to attend such meeting without loss of pay.

The Labor-Management Committee process shall include the opportunity for the Union President, Fire Chief or Village Manager to schedule a meeting, the purpose of which will be to discuss issues affecting members of the bargaining unit with members of Village and Department senior staff. This meeting is to be facilitated by the Village Manager and Director of Human Resources.

Section 4.4 Promulgation of New or Revised Rules.

The Fire Department agrees to notify the Union in advance of promulgating or implementing any new or revised rules and regulations or Board of Police and Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Relations Act. Such notice shall be afforded sufficiently in advance of the purpose and effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

Section 4.5 Wellness/Fitness Program.

The Village and Union agree that both parties will support a proactive mandatory wellness/physical fitness program. Both parties agree that the program is to improve the quality of life of all personnel. This program will be administered in accordance with SOP 102.02 Member Health and Safety – Physical Fitness Program.

Commented [TG5]: Edit 6: Duplicative language r the physical fitness program was removed and replaced reference to SOP 102.02 - Physical Fitness Program to that the contractual language remains up to date.

Section 4.6 Return to Work After Illness/Injury.

All employees returning to work after injury or illness situations, whether they are duty or non-duty related, may be required to have a release from the employee's doctor. The Village will provide information on fitness standards to the employee, who will then provide this information and documentation to the employee's doctor or physical therapist to aid in any injury recovery efforts. The department may require the employee to obtain a release from a doctor selected and fully compensated by the Village prior to returning to work. The doctor will review the employee's overall health as it relates to the job description, duties and any other job related criteria which are considered to be the essential functions of the job in order to determine whether an individual is physically and mentally able to perform essential job duties without undue risk or harm to themselves or others. The doctor may use the data collected from the individual's fitness history as a measure in making this determination. In addition, and based on BGFD SOP 101.36, employees may

be required to perform essential job functions specifically related to the injury prior to returning to full duty as prescribed by the doctor.

If the employee is not cleared to return to work by the Village's doctor, a third doctor will be selected by the Village's and employee's doctor(s) in an expeditious manner with the assistance of the Village's Human Resource Director. The employee will then be sent to the third doctor. The third doctor will then determine if the employee is cleared to return to work. The cost of the third doctor will be equally divided by the Village and the employee. An employee not cleared to return to work may apply for sick leave or any other leave of absence as provided by this Agreement and/or for disability pension to the extent provided by State statutes.

Employees who are off work for a non-OJI and are required to see the Village's doctor prior to returning to work will be compensated at the rate of two (2) hours of straight pay in lieu of two (2) hours of sick pay and will require verification by the doctor's office. Under no circumstances shall overtime, premium, or additional straight pay be paid in this situation.

Employees who are perceived to be physically and/or mentally unfit for duty shall be evaluated by an appropriate medical/mental health doctor(s) of the Village's choosing. If a medical/mental health doctor determines an employee is physically and/or mentally unfit, the Village retains the right to remove them from active duty. In the event that a medical/mental health doctor of the Village's choosing determines that an employee is physically and/or mentally unfit for duty, the employee may request a second opinion. The second opinion will be paid for by the employee and chosen by the employee and must be a medical/mental health doctor specializing in the field related to the unfit determination and must be part of the Village's doctor health insurance network. If the first and second opinion conflict a third medical/mental health doctor may be selected as in the standard above for injuries or illness and the opinion of the third medical/mental health doctor shall prevail. The expenses incurred for the third medical/mental health doctor will be equally split between the employee and the Village. The Village retains the right to remove from active duty any employee who has been determined to be unfit for duty by a medical/mental health doctor via a fitness for duty evaluation. Following all procedures contained in the Standard Operating Procedures of the department.

Commented [TG6]: Edit 7: Textual edits to remove apparent typographical errors.

Section 4.7 Drug and Alcohol Testing Policy.

Employees are a most valued part of the Village of Buffalo Grove Fire Department (the "employer"). Their health and safety are serious employer concerns. Drug use and alcohol misuse may pose a serious threat to employee health and safety. It is, therefore, the policy of the employer to prevent substance use or abuse from having an adverse effect on our employees. Both the employer and employees maintain that the work environment

is safer and more productive without the presence of illicit or inappropriate drugs or alcohol (herein referred to as “prohibited substances”) in the body or on fire department property.

Furthermore, all employees have a right to work in a drug-free environment and to work with individuals free from the effects of prohibited substances. Employees who use or abuse prohibited substances are a danger to themselves, their co-workers, our customers, the public and the employer’s assets.

The adverse impact of substance abuse at work has been recognized by the federal government and many states. The employer may utilize the regulations issued by the federal government as its standard and is committed to maintaining a drug-free workplace. Where applicable, state laws which differ will supersede this general policy and will be followed for employees in this state. All employees are advised that remaining drug-free are conditions of continued employment or service with the employer.

Specifically, it is the policy of the employer that the use, sale, purchase, transfer, possession or presence in one’s system of any prohibited substance (except medications prescribed by a licensed doctor), including alcohol (unless otherwise permitted by Fire Department rules), by any employee while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles) is strictly prohibited. The employer will notify and cooperate with law enforcement agencies in the investigation of any employee suspected of possession of or trafficking in illicit or inappropriate drugs.

All employees will be subject to testing where circumstances establish that reasonable suspicion of prohibited substance use exists, or following on-the-job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the accident, or following an on duty injury where the incident may be reported to any state or federal governmental body, (i.e., IDOL, OSHA, etc., not OSFM), or as a follow-up to prior prohibited conduct. Employees returning to duty following a violation of this policy will be subject to testing and must submit to follow-up tests for as long as five (5) years. Any employee who tests positive may be subject to discipline. Any employee who refuses to comply with a proper request to submit to testing or who fails to cooperate in the test process will be subject to the same discipline as a positive drug/alcohol test result. These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each employee. Every effort will be made to maintain the dignity of employees involved. Disciplinary action will, however, be taken as necessary.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter the existing employment or contractual relationship in any way.

Program Summary:

- A. Employer Contact. All questions or concerns should be directed to the Fire Chief at (847) 537-0995 or your immediate supervisor.

- B. When Compliance is Required. All those subject to this policy are expected to refrain from prohibited conduct prior to performing assigned tasks, while performing such tasks and in post-accident cases for eight hours after the accident or until tested.
- C. Prohibited Conduct. The following conduct is prohibited:
 - 1. Controlled substance use at any time, except as prescribed by a doctor;
 - 2. Having a blood alcohol concentration (BAC) breath test result that equals or exceeds 0.04%;
 - 3. Consuming alcohol within four (4) hours prior to reporting for a duty;
 - 4. Consuming alcohol on the job;
 - 5. Consuming alcohol within the eight (8) hours following an accident or until tested;
 - 6. Behavior or ability to perform due to the use of prohibited substances;
 - 7. Refusing to test;
 - 8. Failure to cooperate in the testing process;
 - 9. Possession of alcohol on Employer premises, except in personal vehicles or as permitted by Department.
- D. Test Events. Employees may be tested based on four (4) circumstances:
 - 1. Where circumstances establish that reasonable suspicion of prohibited use exists; or
 - 2. Following on-the-job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the vehicle accident, or;
 - 3. Following an on duty injury where the incident may be reported to any state or federal governmental body (i.e. IDOL, OSHA, etc., not OSFM), or;
 - 4. As a follow-up to prohibited conduct.
- E. Test Procedures. Drug and alcohol testing procedures will be implemented in accordance with the Federal Department of Transportation procedure Title 49 CFR Part 40 et al (Updated May 4, 2012), with the following exclusions:
 - 1. Random drug testing of employees will not be conducted, and
 - 2. Forms used to document the testing process will be determined by the agency/laboratory conducting the test.
- F. Condition of Employment. Submitting to testing as required by this policy is a condition of employment and continued employment with the Employer.
- G. Refusal. Any Employee who refuses to submit to a request to test will be subject to discipline. Refusal includes failure to timely report to a designated testing site (collection site) and the failure to execute all required test documents.
- H. Consequences of Violation. Any Employee who is found to have violated this policy will be subject to the disciplinary procedure as described in the discipline/appeal of test results section of this policy.

- I. Seeking Assistance for a Prohibited Substance. Any employee who is presently experiencing difficulty with prohibited substances is encouraged to seek assistance through the Employee Assistance Program (EAP). If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken.
- J. Forms used by the Village when testing is required are located in Appendix A.

Section 4.8 Performance Evaluation Plan.

The Village and Union recognize that the Performance Evaluation Plan is a vehicle intended to measure and evaluate on-the-job performance.

The employee's annual performance evaluation shall be completed by the employee's current supervisor and discussed with the employee prior to the end of the year.

If an employee has a disagreement with his/her evaluation, the first step of review will be at the level of the employee's immediate supervisor. If the immediate supervisor cannot resolve the disagreement, the next step will be to have the employee's Battalion Chief review the evaluation. If at this step the employee's disagreement is not resolved, the employee may then appeal to the Fire Chief in conjunction with the Director of Human Resources. If the employee's disagreement is not resolved at this level, the employee may then meet with the Village Manager as a final step of appeal. The findings of the Village Manager will be deemed the final resolution and his findings may not be grieved. All final resolutions, no matter at what level, will be in writing.

For the first and second step of this process, the time frame allotment will be fifteen (15) days for the appropriate level or response. For the remaining steps the time frame will be twenty (20) days for the appropriate response. Days are counted as business days, Monday – Friday.

All goals and objectives given by a supervisor will be realistic, attainable and discussed with the employee. Goals that are mandated by the department will be supported or funded by the department.

Section 4.9 Secondary Employment.

Employees and the Department shall follow the BGFDP SOP 101.21 Hours and Duration.

Commented [TG7]: Edit 8: The performance evaluation schedule was adjusted to match current timelines and p

Commented [TG8]: Edit 11: All references to revisions were removed from the agreement to ensure that the agreement reflects the most current revision. All SOPs adopted by reference in the agreement shall be revised through a motion of the Labor Management Committee.

ARTICLE V

Section 5.1 No Smoking.

Employees covered under this Agreement shall restrict their tobacco use in accordance with state law.

Commented [TG9]: Edit 12: Textual edits to clarify supremacy of state law.

Section 5.2 Residency.

There will be no residency requirements for employees covered under this Agreement.

ARTICLE VI

Section 6.1 Salaries.

The Village agrees to place the maximum base pay for Lieutenant/Paramedic and Firefighter/Paramedic at the nearest step one-half percent (1/2%) above the third (3rd) highest agreed upon comparable community, prior to the Village position being included.

For purposes of determining the salaries of job titles within the bargaining unit, for the duration of this Agreement longevity pay at 15 years and stipends shall be added to the “base” salaries of all comparables, as well as those of the Village.

Only the following stipends will be applied in the formula:

1. Firefighter/Paramedic: Firefighter III or Advanced Firefighter, Fire Apparatus Engineer, Shift Reduction and Paramedic
2. Lieutenant: Paramedic, Shift Reduction and Fire Officer I

Collectively, these components shall determine the base salary for each comparable community. For the purpose of determining the general wage increase of comparable communities who have not yet resolved their annual wages by the date of the Buffalo Grove wage reopener, the average of the actual general wage increase and above referenced stipends granted by comparable communities shall be calculated and applied for that time frame.

Salary Schedule – May 1, 2020 to April 30, 2021

Effective: May 1, 2020

- A. Firefighter/Paramedic (2.52% Increase):
1. The minimum and entrance salary at Step 272 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$66,466.40; and,
 2. The maximum salary, exclusive of overtime pay shall be at Step 370 or \$108,359.68.
- B. Fire Lieutenant/Paramedic (2.01% Increase):
1. The minimum and entrance salary at Step 380 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$113,900.80; and,
 2. The maximum salary exclusive of overtime pay shall be at Step 401 or \$126,478.56.
- C. Fire Lieutenant/Non-Paramedic (2.01% Increase):
1. The minimum and entrance salary at Step 376 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$111,652.32; and,
 2. The maximum salary exclusive of overtime pay shall be at Step 397 or \$123,980.48.

Step Plan Illustration – Firefighter/Paramedic –Effective: May 1, 2020

Starting pay:	\$66,466.40 (Step 272)
Pay after first complete year of employment:	\$71,273.28 (Step 286)
Pay after second complete year of employment:	\$76,425.44 (Step 300)
Pay after third complete year of employment:	\$81,954.08 (Step 314)
Pay after fourth complete year of employment:	\$87,882.08 (Step 328)
Pay after fifth complete year of employment:	\$94,234.40 (Step 342)
Pay after sixth complete year of employment:	\$101,052.64 (Step 356)
Pay after seven or more complete years of employment:	\$108,359.68 (Step 370)

Fire Lieutenant/Paramedic – Effective: May 1, 2020

Starting pay (newly promoted):	\$113,900.80 (Step 380)
Pay after first complete year of employment:	\$120,323.84 (Step 391)
Pay after two or more complete years of employment:	\$126,478.56 (Step 401)

Fire Lieutenant/Non-Paramedic – Effective: May 1, 2020

Starting pay (newly promoted):	\$111,652.32 (Step 376)
Pay after first complete year of employment:	\$117,948.48 (Step 387)
Pay after two or more complete years of employment:	\$123,980.48 (Step 397)

Commented [TG10]: Edit 13: Wages were updated to reflect the current side letter agreement, which became effective on May 1, 2020.

Section 6.2 Wage and Benefit Reopener

Unless explicitly provided elsewhere in this Agreement, no other changes modifications shall be made to this Agreement except that each party has the option to reopen the Agreement as follows:

- A. In the month of March of the second year of this Agreement (2021), either party may reopen Article VI, Section 6.1 – Salaries and Section 6.8 – Health Benefits and each party may discuss one additional issue to negotiate.
- B. In the month of March of the third year of this Agreement (2022) either party may reopen Article VI, Section 6.1 – Salaries and each party may discuss one additional issue to negotiate.
- C. The parties agree that nothing herein prohibits the opening of negotiations in 2023 for a successor Agreement prior to the expiration of this Agreement on April 30, 2023.

Commented [TG11]: Edit 15: Affirmation that wa the period of May 1, 2021 through April 30, 2022 and 2022 through April 30, 2023 will be negotiated separat wage reopener.

Section 6.3 Overtime.

- A. Overtime hours shall be non-scheduled hours worked in excess of the work week when worked at the specific direction or with the approval of the immediate supervisor and shall be paid at one and one-half times the employee's regular straight time hourly rate of pay. An employee's regular straight time hourly rate of pay for overtime pay purposes shall be computed as follows: the employee's annual salary shall be divided by 110.6 to determine the rate of pay for one twenty-four (24) hour shift which in turn, shall be divided by twenty-four (24) to determine the employee's regular straight time hourly rate of pay.
- B. Overtime shall start seven (7) minutes past the normal shift when an employee is held over because of a call or when another employee reports late for work. In cases when an employee is held over because of a call after 0822 hours, employees will be paid one hour minimum overtime for the first hour. In all other instances, overtime will be paid in quarter hour increments based on the seven (7) minute windows. Example: 0x08 hours until 0x22 hours = .25 overtime 0x23 hours until 0x37 hours = .50 hours overtime 0x38 hours until 0x52 hours = .75 hours overtime 0x53 hours until 0x07 hours = 1 hour overtime.
- C. Forcebacks for Thanksgiving and Christmas Day shall be paid at two times the employee's regular straight-time hourly rate of pay.
- D. Employees shall be paid one and one-half the employee's regular straight time hourly rate of pay for regularly scheduled hours of work which are actually worked in excess of two hundred twelve (212) hours in the employee's normal 28 day work cycle (or in excess of the applicable hours ceiling under the Fair Labor Standards Act should the Village designate different FLSA employee work cycles in accordance with the Fair Labor Standards Act.)

- E. Overtime shall also be paid for clinical time required to maintain EMT-P status.
- F. Overtime shall be distributed according to SOP 101.25.

Commented [TG12]: Edit 16: A reference to the S dealing with overtime distribution was added.

Section 6.4 Training Overtime.

Employees shall be paid at one and one-half times the employee's regular straight time hourly rate of pay for attending department sponsored school training in compliance with BGFDP SOP 700.02 and in the same manner outlined in Section 6.3 Overtime.

Commented [TG13]: Edit 17: Textual edit to correct SOP reference.

Personnel will be paid time-and-one-half for taking required OSFM exams under the following conditions:

1. Personnel must sign up for the exam within thirty (30) days of the completion of the course, provided the State exam is not given as part of the class;
2. Personnel must take the exam within ninety (90) days of the completion of the course;
3. Personnel will be paid for the maximum amount of time allotted by the State for completion of the exam, regardless of the actual time it takes the employee to complete the exam;
4. Payment will only be provided upon proof of passing the exam;
5. Payment will also only be provided for taking the exam once, regardless of the amount of times required to successfully pass;
6. If personnel do not meet the above listed parameters, no pay will be given for the exam.

Section 6.5 Longevity.

Employees shall be eligible for longevity pay beginning with the fifth anniversary of their original employment date. Longevity awards will be presented on the employee's anniversary date according to the following schedule and are subject to deductions:

Years of Service	Award
5 through 9	\$400
10 through 14	\$600
15 through 19	\$800
20 or more	\$1,000

Section 6.6 Temporary Assignment to Higher Level Position.

When an employee, at the direction of the Village, is assigned to perform the duties of the position of Acting Lieutenant or Acting Shift Commander that employee will be compensated at a rate equal to the pay scale of the top pay of their current rank plus 5%.

In situations where Firefighter/Paramedics are assigned to fill in for a Lieutenant who is performing other duties in the Village, they will be paid Acting Lieutenant pay after a minimum of three (3) consecutive hours worked in the capacity of Acting Lieutenant in any twenty-four (24) hour period. This Section shall not apply to callbacks or Special Duty assignments.

Section 6.7 Call Backs.

All General call backs shall be paid at time and one half and for a minimum of one (1) hour.

Section 6.8 Health, Dental and Vision Benefits.

The Village shall grant employees covered by this Agreement, except as specifically and expressly limited by this Agreement, all benefits and provisions including but not limited to the following: life, health, dental and vision insurance, vacation leave, special leave and uniform provisions as granted under the Buffalo Grove Personnel Rules as set forth on June 1, 1984; and changed thereafter.

BENEFITS:

Employees covered under the Agreement shall receive the same health, dental and vision benefits granted to the Village's non-union employees, including, but not limited to plan design and premium contribution.

1. All employees who elect Health Insurance coverage will pay a premium contribution equal to fifteen percent (15%) of the premium for that class of coverage.
2. There will not be any financial contribution for participation in the dental or vision component of the health insurance program.
3. The Village may make reasonable changes to the structure of the plans without the approval of the bargaining unit. Including, but not limited to the replacement of the HMO with an EPO or PPO.

All employee premium contributions will automatically be taken out of an employee's check on a pre-tax basis via Section 125 of the Internal Revenue Code. This means that employees will not pay taxes on the premium contributions.

Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and major medical benefits or change such benefits under a different program or with a different insurance company (including self-insurance), provided the basic level of coverage and benefits are substantially similar. The Village will notify the employees, in writing, of any changes in the basic level of coverage and/or benefits.

The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition of week end admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Dental Insurance. Employees may elect to participate in any dental insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such dental insurance for both employee and dependent coverage.

Vision Insurance. Employees may elect to participate in any vision insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such vision insurance for both employee and dependent coverage.

Life Insurance. Each employee shall receive a group life insurance policy in an amount equal to the employee's annual salary.

Commented [TG14]: Edit 18: Textual edits to ensure references to life insurance matched the formatting of dental and vision benefits.

Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Commented [TG15]: Edit 19: References to an incentive health insurance program were removed.

Section 6.9 Health, Dental and Vision Benefit Reopener.

The parties agree to meet according to Article VI, Section 6.2 – Wage and Benefit Reopener to discuss and establish the employee's share of the premium for employee and dependent health care, dental and vision coverage. Any impasse in negotiations on these

issues shall be subject to Interest Arbitration under Section 14 of the Illinois Public Labor Relations Act.

Section 6.10 Special Duty Pay.

An off duty employee who works special duty – defined as a duty in which the Village is reimbursed will be compensated at one and one half the rate of pay for hours based on a forty (40) hour work week.

Section 6.11 Attendance at Grievance Meetings.

Every effort shall be made to hold grievance meetings and/or arbitration hearings on shift. However, if any grievance meeting or arbitration hearings are required to be scheduled during the working hours of any grievant, only the grievant shall be released from duty to attend such meetings or arbitration hearings, without loss of pay.

ARTICLE VII

Section 7.1 Definitions

For the purpose of this contract and BGFD SOP 101.23, the following definitions will be used:

“Swap” is a situation when the on-duty employee verbally requests coverage by another employee arriving for duty. The swap is based on a verbal agreement between the two employees, with the agreement of the station officer. In this situation, no documentation is required, but the employee currently on duty may not leave the station earlier than 0800 hours.

“Duty trade” is a situation when the employee currently on duty requests coverage by another employee arriving for duty. When effected, the station officer must be notified and approval must be given verbally by the shift commander and documented. Once these conditions have been met, the employee requesting the duty trade is considered “off-duty” and may leave the station. It shall be an acceptable practice for any union member with acting lieutenant status to duty trade with a union officer as long as two lieutenants are on duty during the same shift.

Commented [TG16]: Edit 20: The definition of du was clarified to ensure that the Shift Commander must approval of duty trades.

Commented [TG17]: Edit 21: The definition of un was adjusted to allow additional flexibility to union sw while maintaining current department practices.

Section 7.2 Holidays.

Employees shall receive three (3) floating holidays per calendar year, said days to be scheduled with the specific prior approval of the Fire Chief or his designee.

Employees working a regularly scheduled shift on any holiday listed herein will be paid an additional twelve (12) hours of straight time at their current rate of pay. Employees may duty trade or take comp time for up to four (4) consecutive hours during this shift, and still receive holiday pay. However, the pay will be pro-rated based upon the following formula.

Commented [TG18]: Edit 22: Textual changes to clarify to holiday pay calculations and to align the agree with current practices.

$$\frac{\text{Total Hours Worked During Holiday}}{24} \times 12$$

Recognized holidays:

- a. New Year's Day (January 1)
- b. Martin Luther King's Day (official recognized)
- c. President's Day (official recognized)
- d. Memorial Day (official recognized)
- e. Independence Day (July 4)
- f. Labor Day (official recognized)
- g. Thanksgiving Day (official recognized)
- h. Day after Thanksgiving Day (official recognized)
- i. Christmas Eve (December 24)
- j. Christmas Day (December 25)

Employees may conduct the following duty trades and still receive holiday pay compensation:

- a. Thanksgiving Day for the Day after Thanksgiving
- b. Day after Thanksgiving for Thanksgiving Day
- c. Christmas Eve for Christmas Day
- d. Christmas Day for Christmas Eve

Commented [TG19]: Edit 23: Textual edits were added to clarify duty swap procedures on holidays.

Section 7.3 Kelly Days.

Employees shall receive eleven (11) shift days off per calendar year. These work reduction days, or Kelly Days, will be assigned to employees by the Fire Chief in order to facilitate the provisions of the Fair Labor Standards Act.

Reduction of Kelly Days may occur as a result of sick leave, injury leave or any other long term leave. After each eleven (11) consecutive duty day period, one (1) Kelly Day will be reduced from the employee's accrual. For the purpose of calculating the reduction, the use of employees' personal time off during the duration of the leave will not be counted as part of the Kelly Day reduction process.

Commented [TG20]: Edit 24: A typographical error corrected and clarification of Kelly Day periods was added.

Kelly Day accrual for employees during their first and last year of employment will be prorated based on actual full months worked during that calendar year based on the eleven (11) day calculation.

Section 7.4 Sick Leave.

Abuse of sick leave is a serious matter. The Union shall join the Village in making a serious effort to monitor and correct the abuse of sick leave wherever and whenever it may occur. Examples of abuse may include, but are not limited to; calling in sick prior to or immediately after a scheduled day off (SDO), use of sick time for reasons other than for its intent, excessive individual sick days in the course of a year, etc.

Employees covered by this Agreement shall be allowed sick leave on the basis of the following:

- a. Employees assigned to shift duty shall earn five (5) twenty four (24) hour shifts of sick leave with pay credit annually. This is equivalent to eighty (80) hours annually.
- b. Employees assigned to shift duty shall accrue sick leave according to the following schedule:

after two (2) months of service	one (1) shift
after four (4) months of service	two (2) shifts
after six (6) months of service	three (3) shifts
after nine (9) months of service	four (4) shifts
after twelve (12) months of service	five (5) shifts
- c. Employees may use overtime to purchase sick time hours in lieu of pay or compensatory time compensation. Sick time hours purchased will be at the time and one half rate identical to the accrual of compensatory time, (e.g. working four (4) hours of overtime has a value of six (6) hours of sick time purchased). Time purchased cannot exceed the maximum allowable accrued hours contained within the provisions of this document.
- d. Sick leave shall be credited in advance to the employee at the beginning of each calendar year, effective with the second calendar year of employment.
- e. Sick leave shall not be accrued while on leave of absence without pay.

Section 7.5 When Taken.

Sick leave with pay will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease, exposure to contagious disease, to care for an ill or injured member of the employee's immediate family, or to keep a doctor's or dentist's appointment. Sick leave shall not be granted in cases where regular or disability retirement has been approved, or for absence due to injuries resulting from employment in a position other than that held in the municipal service. Employees injured in the course of other employment shall be eligible for leave of absence without pay.

For the purposes of this Agreement, immediate family members shall include, husband, wife, domestic partner as recognized in a legal civil union, son, son-in-law,

daughter, daughter-in-law, foster child, mother, mother-in-law, step mother, father, father-in-law, step father, brother, brother-in-law, sister, sister-in-law, step children and grandparents of the employee or his/her spouse.

When an employee finds it necessary to be absent for any of the reasons specified herein, he shall report the facts to an on-duty supervisor. An employee is required to give such notification one (1) hour in advance of his scheduled starting time. An employee is responsible for making a daily report (based on duty day) thereafter for the duration of the illness or injury. A medical certificate may be required by the department head for any absence. Failure to comply with the provisions of this Section shall result in denial of sick leave. Three (3) consecutive duty days of absence without notice may result in dismissal after a complete investigation of the facts surrounding the absence.

Section 7.6 Accrual.

Employees assigned to shift duty may accumulate sick leave credit to a maximum of one hundred thirty (130) twenty four (24) hour shifts. This is equivalent to three thousand one hundred-twenty (3120) hours.

Section 7.7 Accrued Sick Leave.

Retiring employees are eligible to establish an employer sponsored Retiree Health Savings (RHS) Plan. Upon retirement, sick time based on the twenty four (24) hour shift schedule will be converted to the eighty (80) hour per paycheck schedule. This will be accomplished by multiplying the total number of hours accrued at the twenty four (24) hour shift rate by 0.66667. Employees will be eligible to apply their accrued sick leave based on the following table:

Years of Service and Age at Retirement Percent of three thousand one hundred and twenty (3120) Hours:

20 years of service	and 41 years of age at retirement	27.5%
20 years of service	and 42 years of age at retirement	30.0%
20 years of service	and 43 years of age at retirement	32.5%
20 years of service	and 44 years of age at retirement	35.0%
20 years of service	and 45 years of age at retirement	37.5%
20 years of service	and 46 years of age at retirement	40.0%
20 years of service	and 47 years of age at retirement	42.5%
20 years of service	and 48 years of age at retirement	45.0%
20 years of service	and 49 years of age at retirement	47.5%
20 years of service	and 50-54 years of age at retirement	50.0%

Commented [TG21]: Edit 25: Textual edits to align agreement with the personnel manual and maintain reference to an annual 24 hour shift schedule.

21 years of service	and 50-54 years of age at retirement	55.0%
22 years of service	and 50-54 years of age at retirement	60.0%
23 years of service	and 50-54 years of age at retirement	65.0%
24 years of service	and 50-54 years of age at retirement	70.0%
25 years of service	and 50-54 years of age at retirement	75.0%
26 years of service	and 50-54 years of age at retirement	80.0%
27 years of service	and 50-54 years of age at retirement	85.0%
28 years of service	and 50-54 years of age at retirement	90.0%
29 years of service	and 50-54 years of age at retirement	95.0%
30 years of service	or 55+ years of age at retirement	100.0%

The Retiree Health Savings (RHS) Plan will be administered by the ICMA Retirement Corporation and will allow employees to accumulate assets in order to pay medical and other eligible expenses in retirement. The legal basis for an RHS is currently based on Private Letter Rulings issued by the Internal Revenue Service which allow employers such as the Village to establish such plans. The provisions of this plan will be governed by documents executed by both the Village and ICMA Retirement Corporation. The documents collectively comprise the Vantagecare Retiree Health Savings Plan. It is the intent of the Village to establish a separate plan for the members of the Union.

The Village and Union will review and determine funding levels and formulas in compliance with rules appropriate to the legal basis used to establish the plan and as set forth from time to time in the Village's Personnel Rules and as permitted under applicable tax rules or statutes as adopted and/or amended. Employees who elect to participate in individual contribution programs may be subjected to all applicable rules, including irrevocability of those contributions.

At a minimum, the Village will apply the value of accrued sick leave (Deposit Value) into an employee's RHS Plan account at retirement. Employees must apply the entire value of accrued sick leave to their plan account based on the following formula:

Deposit Value = Number of sick leave hours (shifts) x Dollar hourly value.

The dollar value shall be equal to the lowest hourly rate (which includes Performance Bonus) paid to all Village employees eligible to participate in the Plan as of January 31st for the calendar year in which the employee retires. The hourly rate will be applicable only for the year so calculated. That hourly rate value shall be distributed to all Village employees after it is calculated for the current year.

Commented [TG22]: Edit 26: The date of the effective lowest hourly rate was shifted to January 31st to ensure alignment with the personnel manual and current practice.

On an annual basis (January 1st through December 31st), employees will be able to convert up to one (1) twenty-four (24) hour shift of unused sick days for deposit into their Plan account; providing that they have completed one year of work with no more than one day of absence. An unused sick leave balance of seven hundred twenty (720) hours, thirty

(30) Shift Days must be maintained in order to convert the shift day for deposit into the plan account.

Days converted for deposit into the plan account are subtracted from the employee's accrued sick leave balance. Conversion of the unused sick day shall not be into vacation leave or paid directly to the employee. The value of the conversion shall be equal to the employee's daily wage and not limited to the wage assigned to the retirement funding value calculated above.

Employees who leave the fire department due to disability or death will receive the value of their accrued sick leave under this plan as part of the RHS benefit.

Commented [TG23]: Edit 27: Textual edits to align agreement with the personnel manual and maintain ref to an annual 24 hour shift schedule.

Section 7.8 Medical Certificate.

A medical certificate required by a department head or designee for the employee shall consist of a written statement by a qualified medical professional indicating:

- A. The employee has been examined by a qualified medical professional during the period of absence.
- B. The symptoms observed or measured by the qualified medical professional.
- C. The stated diagnosis and medication and/or treatment prescribed.
- D. The dates on which the employee is expected to be physically incapacitated from work.

Employees who require the use of sick leave for a family member(s) may be required to provide a medical certificate after the second twenty-four (24) hour shift, or the sick time totaling the use of forty-eight (48) hours in a rolling calendar year.

A medical certificate required by the Fire Chief or designee for the employee's family member shall consist of a written statement by a qualified medical professional indicating:

Employee's name, patient's name, date of appointment, time-in, time-out, qualified medical professional's name and signature.

Employees will be compensated two (2) hours of pay at straight time. The Village will reimburse the employee for co-insurance and/or deductibles incurred to meet this standard, but only applying to office visit charges, or emergency room co-pay if the department directs the employee to visit an emergency room. To receive such reimbursement, the employee must provide documentation that itemizes all costs sought for reimbursement.

Commented [TG24]: Edit 28: Adjustments were made to change the required signature on medical certificates from doctor's signature to that of a qualified medical professional to reflect the expansion of physician's assistants in the medical field.

Section 7.9 Light Duty.

An employee who is ill/injured as the result of an occupational acquired illness/injury may be required to work for an available, temporary light duty assignment. An employee who is eligible for sick leave may volunteer to work for an available, temporary light duty assignment. All light duty assignments are made at the sole discretion

of the Village. Light duty work shall be determined by the Fire Chief in consultation with employee and the employee's doctor.

An employee on light duty may be assigned to work in any Village department.

A light duty assignment shall not exceed sixty (60) calendar days and may be terminated prior to that time limit. The Fire Chief may extend light duty based upon consultation with the employee, the employee's doctor and, if necessary, a Village assigned and paid doctor.

Light duty assignments may be terminated based upon a lack of performance in relation to the assigned job.

Section 7.10 Vacation.

A. Employees covered by the Agreement shall receive vacation leave credit according to the following schedule:

- (1) 1st partial year and last partial year of service: 5/12 multiplied by months worked;
- (2) 1st full calendar year of service: 5 shifts
- (3) 2nd full calendar year of service: 6 shifts
- (4) 3rd full calendar year of service: 6 shifts
- (5) 4th full calendar of service: 7 shifts
- (6) 5th full calendar year of service: 7 shifts
- (7) 6th-10 full calendar year of service: 8 shifts
- (8) 11th-14th full calendar year of service: 9 shifts
- (9) 15th-19th full calendar year of service: 10 shifts
- (10) 20th - 24th full calendar year of service: 11 shifts
- (11) 25th (and after) full calendar year of service: 12 shifts

B. All other provisions of Vacation Leave are in accordance to the Buffalo Grove Personnel Rules.

Section 7.11 Hours and Duration.

The regular hours of duty (tour of duty) for employees shall be twenty-four (24) consecutive hours of duty, starting at 0800 hours and ending the following day at 0800 hours. The regular tour of duty shall be followed by forty-eight (48) consecutive hours off duty. Early swaps may be permitted as early as 0700 hours, but the employee currently on-duty may not leave the station any earlier than 0800 hours. Early swaps shall not be considered a duty trade and are not eligible for overtime compensation.

Section 7.12 Compensatory Time.

Compensatory time off may be taken by employees in accordance with BGFD SOP 101.13.

Section 7.13 Selection of Scheduled Days Off.

Scheduled days off (SDO) will be selected in accordance with BGFD SOP 101.15 SDO Selection.

Section 7.14 Family and Medical Leave of Absence ("FMLA")

Unpaid family or medical leave will be granted, when requested and approved, or designated as such, by the Human Resources Director or his designee, in accordance with the Family and Medical Leave Act of 1993.

Commented [TG25]: Edit 29: All references to rev dates were removed from the agreement to ensure that agreement reflects the most current revision. All SOPs by reference in the agreement shall be revised through meeting of the Labor Management Committee.

Commented [TG26]: Edit 30: Textual edit to correct reference.

Commented [TG27]: Edit 31: All references to rev dates were removed from the agreement to ensure that agreement reflects the most current revision. All SOPs by reference in the agreement shall be revised through meeting of the Labor Management Committee.

Commented [TG28]: Edit 32: Textual edit to correct reference.

Commented [TG29]: Edit 33: Section 7.14 was added to recognize required federal FMLA benefits.

ARTICLE VIII

Section 8.1 Grievance-Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Buffalo Grove Board of Fire & Police Commissioners, except as otherwise provided in this Agreement, shall not be considered a grievance under this Agreement. Such grievance shall be filed by the Union on behalf of the employee.

Section 8.2 Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows unless, by mutual agreement in writing, the parties waive one or more of the aforementioned steps:

STEP 1: The Union may submit the grievance of a Firefighter/Paramedic in writing to the Lieutenant as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance.

The Lieutenant shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the

grievance is presented. The decision of the Lieutenant shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Lieutenant's response.

STEP 2: The Union may submit a grievance of a Fire Lieutenant in writing to the Battalion Chief as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance.

The Battalion Chief shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented. The decision of the Battalion Chief shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Battalion Chief's response.

If a grievance of a Firefighter/Paramedic is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the Union in writing to the Battalion Chief as designated by the Chief with ten (10) calendar days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the Union believes the grievance was improperly denied at the previous step in the grievance procedure. The Battalion Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Battalion Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following the meeting.

STEP 3: If a grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the Union in writing to the Fire Chief within ten (10) calendar days after receipt of the Village's answer in Step 2.

The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief shall investigate the grievance, and in the course of such investigation, shall offer to discuss the grievance within ten (10)

calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

STEP 4: If a grievance is not settled at Step 3 and the Union wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted by the Union in writing to the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 3. The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. Thereafter, the Village Manager, or his designee, and other appropriate individuals as desired by the Village Manager, shall meet with the grievant and a Union representative within eighteen (18) calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or his designee shall submit a written answer to the grievant and the Union within eighteen (18) calendar days following the meeting.

Section 8.3 Arbitration.

If a grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to Arbitration as described below within twenty-one (21) calendar days of receipt of the Village's answer as provided to the Union at Step 4:

- A. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after the receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association, to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted.

Each party also retains the right to request that the panels submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names; the other party shall then strike three (3) names. The person remaining shall be the arbitrator.

- B. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Union and Village representatives.

- C. The Village and the Union shall have the right to request the arbitrator to require the presence of witness or documents. The Village and the Union retain the right to employ legal counsel.
- D. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- E. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4 Limitations On Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step (second step in the case of Fire Lieutenants) and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with applicable Federal or State law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village, Union and the employee(s) covered by this Agreement.

Section 8.5 Time Limit for Filing.

No grievance shall be entertained or processed unless it is signed by the grievant and submitted at Step 1 (Step 2 in the case of a Fire Lieutenant) within thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance. If a grievance is not presented by the employee within the time limit set forth above, it shall be considered waived and may not be further pursued. Such waiver shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances.

If a grievance is not appealed to the next step within the specified time period, or within an approved, written extension thereof, it shall be considered settled on the basis of the Village's last answer, provided, however, that such settlement shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time

limits, the aggrieved employee may elect to treat the grievance as denied at this step and immediately appeal the grievance to the next step.

The parties may, by mutual written agreement, extend any of the time limits set forth in this Article.

Section 8.6 Miscellaneous.

No action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE IX

Section 9.1 No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slow-down, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unimproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Each employee who holds a position of officer or steward of the Union occupies a position of special trust and obligation to notify the employees of their actions as being a violation of this Article in order to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 9.2 No Lockout.

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE X

Section 10.1 Discipline and Discharge Investigations

Disciplinary actions instituted by the Village shall be for reasons based upon an employee's failure to fulfill his responsibilities as an employee. Where the Village believes just cause exists to institute disciplinary action it shall have the option, consistent with the principles of timely progressive discipline imposed for the purpose of encouraging corrective employee action, to assess including but not limited to the following penalties:

Counseling Session
Oral Reprimand
Written Reprimand
Suspension
Demotion
Termination

Any disciplinary action or measure other than a counseling session, oral and written reprimand imposed upon an employee shall be subject to review and appeal as provided for in this Agreement. Counseling sessions, oral and written reprimands shall not be subject to the arbitration procedure or to review by the Board of Police and Fire Commissioners. Employees shall have the right to file grievances concerning discipline covering suspension without pay, demotion and/or termination or they may choose the hearing process by the Board of Fire and Police Commissioners. Filing of a grievance shall act as a waiver by the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners. A form containing such specific waiver shall be executed by the employee prior to filing a grievance. Seeking review by the Board of Fire and Police Commissioners shall act as a waiver by the Union and employee involved of the right to challenge the same matter in the grievance process.

- A. The Village agrees that non-probationary employees shall be disciplined and discharged only for just cause. A copy of all suspension, demotion and discharge notices shall be provided to the employee. The Employer further agrees that disciplinary actions shall be imposed in a timely manner (not to exceed thirty (30) calendar days from the date of the incident giving rise to the disciplinary action or from the date of the Employer's completion of its investigation of such incident whichever is later) and shall not conflict with the "Illinois Fireman's Disciplinary Act" (III. Rev. Stat ch. 85 Par 2501, et seq.).
- B. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement or deemed proper by the appropriate hearing authority.

- C. Disciplinary actions, including but not limited to oral, written, and suspension, recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action, except for a related offense. Non-meritorious disciplinary actions shall not be relied upon to justify any subsequent disciplinary action. In the event disciplinary action is contemplated against an employee, prior to any pre-disciplinary discussions or meetings with the employee, the employee shall be informed of his/her rights to representation prior to such meeting. Employees shall be entitled to representation at all disciplinary investigatory meetings, which the employee attends and are initiated by the Employer, and at any meeting or interviews which the employee reasonably believes could result in discipline.
- D. The Village shall conduct Rules Violations Investigations (R.V.I.) when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee.
It is understood that polygraph examinations without written consent of the employee and tests by means of any chemical substance will not be used by the Village in any phase of disciplinary investigations or interrogation.
- E. Prior to taking any final, disciplinary action and just 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:
1. Allegation of violations of Rules and Regulations
 2. Statement of charges and specifications
 3. Employee statements
 4. Acknowledgment of notification and review
 5. The discipline recommended
 6. Copies of the employees pertinent past discipline.

The employee shall be entitled to representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

- F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, shall, upon reasonable request to the Chief or his designee, be open and available for inspection and copying by the effected employee during regular business hours. With respect to such files maintained at the Department, regular business hours shall encompass 9:00 a.m. to 5:00 p.m. It is agreed that any of these files not made available for inspection and copying shall not be used in any manner or forum for any disciplinary action.

G. Interrogations - Interrogation shall be defined as the questioning of a firefighter (employee) pursuant to an investigation initiated by the Village in connection with an alleged violation of the Rules, Regulations or Orders of the Village of Buffalo Grove or the Fire Department, which may be the basis for filing charges seeking the suspension, removal or discharge of a firefighter (employee). Whenever a firefighter is subjected to administrative interrogation for any reason which could lead to disciplinary action of discharge or suspension of more than twenty-four (24) hours, the interrogation shall be conducted under the following conditions:

- 1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the firefighter is on duty. If the firefighter is off duty, he/she shall be compensated at the appropriate rate of pay.
- 2) The firefighter under interrogation shall be informed of the name, rank and command of the person in charge of the interrogation, the interrogating officers and all persons present during the interrogation.
- 3) The firefighter under investigation shall be informed of the nature of the complaint or investigation in writing prior to any interrogation.
- 4) The interrogation session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person being interrogated shall be allowed to attend to his own personal physical necessities.
- 5) No firefighter under interrogation shall be threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interrogating officer from informing the firefighter that his or her conduct can be the subject of disciplinary action should he or she refuse to obey a lawful order from the ranking officer. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with the Fireman's Disciplinary Act may not be utilized in any subsequent disciplinary proceeding against the firefighter. (P.A. 83-783) No promise of reward shall be made as an inducement to answering any questions.
- 6) No firefighter shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.
- 7) At the request of a firefighter and prior to any interrogation, the firefighter shall have the right to be represented by counsel of his or her choice, who may be present at all times during the interrogation. The attorney shall not participate in the interrogation, except to counsel the firefighter. The

firefighter may request a postponement of the initial interrogation to contact an attorney of his or her own choosing. The interrogation may not be postponed more than twenty-four (24) hours, with allowances made for weekends and holidays, unless specifically waived by mutual agreement of the Village and the firefighter being interrogated. A representative of the employee's choice may also be present during any interrogation. A complete record of any interrogation shall be made and a complete transcript or copy made available to the firefighter without charge and without undue delay. The Village or the firefighter may record the interrogation.

- 8) This Section does not apply to any interrogation of a firefighter in the normal course of duty, counseling, instruction, informal admonishment or other routine or unplanned contact with a supervisor or any other firefighter. Any admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Section may not be utilized in any subsequent disciplinary proceeding.
- H. It is understood that the rights of firefighters herein shall not diminish the right and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. This Article does not apply to any firefighter (employee) charged with violating any provision of the Criminal Code of 1961 [720 ILCS 5/1-1] or any other federal, state or local code. If the allegation under investigation indicates the recommendation for separation or termination is probable against the firefighter, the firefighter shall be given statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the firefighter, the firefighter shall be given the constitutional rights concerning self-incrimination prior to commencement of the interrogation.
- I. No firefighter shall be compelled to speak or testify before, or be questioned by any non-governmental agency. This provision shall not apply to reasonable requests from the Village's insurance carriers provided that the employee is covered by the insurance policy applicable to the situation.
- J. Reviews of decisions of the Board of Police and Fire Commissioners or of an arbitrator under this section shall be as provided by law, based on the election of the hearing body selected by the employee.
- K. Suspensions shall be charged at a rate based on a fifty-one and two tenths (51.2) hour work week.

Section 10.2 Performance Improvement Plan

In situations where an accident, discipline or substandard performance occurs, it is incumbent upon the Village to work with the employee to identify potential deficiencies

and correct the negative action. In order to accomplish this goal, BGFD SOP 101.09 Performance Improvement Plan will be referenced and followed.

Commented [TG30]: Edit 34: Correction of SOP 1

Nothing in this agreement shall cause the Village to waiver from adhering to the Illinois Firemen's Disciplinary Act (50 ILCS 745/).

Commented [TG31]: Edit 35: All references to rev dates were removed from the agreement to ensure that agreement reflects the most current revision. All SOPs by reference in the agreement shall be revised through meeting of the Labor Management Committee.

ARTICLE XI

Section 11.1 Dues Checkoff.

The Village shall deduct from each employee's paycheck the uniform, regular bi-weekly Union dues for each employee in the bargaining unit who has filed with the Village and Fire Chief a properly executed authorization form. Such authorization may only be revoked by written notice to the Village and the Union during the thirty (30) days prior to the termination date set forth in Article XIV of this Agreement. The Union may change the fixed uniform dollar amount two (2) times per year during the term of this Agreement by giving the Village at least thirty (30) days advance notice in writing, with a copy to the Fire Chief, of any change in the amount of dues to be deducted.

The Village shall remit the total amount of the deducted dues, along with a list of employees from whom the dues have been deducted, to the Union not later than seven (7) days after the deduction is made.

ARTICLE XII

Section 12.1 Definition of Seniority.

Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn Lieutenant or Firefighter/Paramedic in the Department and uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the Firefighter/Paramedics on the Board of Fire and Police Commission hiring or promotional list, whichever is applicable, with the Firefighter/Paramedic higher on the applicable list being the more senior. Where the term "seniority" is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 12.2 Probationary Period.

All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of twelve (12) months, in accordance with 65 ILCS 5/10-2.1-4. During an employee's probationary

period, the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employees may have separate and apart from this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

In the event of an absence or leave, the probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time (i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four (4) weeks or more during the first twelve (12) months of employment).

Section 12.3 Seniority List.

On or before September 1 of each year, the Village will provide the Union with a seniority list setting forth each employee seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Union's receipt of the list.

Section 12.4 Layoff.

Employees covered by this Agreement will be laid off in accordance with their length of service as provided in the Illinois Municipal Code, Chapter 65, Section 5/3.10-2.18 as amended from time to time.

Section 12.5 Recall.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union; it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with this latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 12.6 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes, subject to confirmation by the Village's Board of Fire and Police Commission, if the employee:

- A. resigns;
- B. is discharged;
- C. retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- D. falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- E. fails to report to work at the conclusion of an authorized leave or vacation;
- F. is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- G. is laid off for a period in excess of two (2) years;
- H. does not perform work for the Village for a period in excess of twelve (12) months, provided however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers compensation, disability pension, or a layoff where the employee has recall rights;
- I. is absent for one shift day (24 hours) without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Section 12.7 Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- A. An employee shall be paid for any earned but unused vacation days.
- B. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and if desired, family coverage.
- C. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- D. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 12.8 Interruption of Seniority.

Seniority shall be interrupted in the event an employee is laid off, placed on a non-duty disability pension or is granted a leave of absence without pay. When an employee returns from a layoff, non-duty disability or an unpaid leave of absence, his seniority shall be his length of service up to the date of layoff or beginning of the unpaid leave of absence.

Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

Section 12.9 Promotions-Fire Lieutenant.

The Board of Fire and Police Commissioners shall provide for promotion in the Fire Department on the basis of performance on a Written Examination, Ascertained Merit, Subjective Evaluation (oral, tactical and performance potential rating) and seniority in service. All promotional processes that are fire service related will be conducted in accordance with the provisions of the 50 Illinois Compiled Statutes 742/1 et seq. (50 ILCS 742/1 et seq.)

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit themselves for promotion. To be eligible for examination, an applicant must have satisfactorily completed the probationary period for his present rank, have been employed as a Firefighter for a minimum of two (2) years with the Village of Buffalo Grove, and have a cumulative experience of no less than five (5) years as a full-time firefighter employed directly by a municipal, state or federal agency. This includes employment for a fire district, but does not include employment through a private contractor. An applicant for Fire Lieutenant must be certified as a Firefighter III or Advanced Firefighter by the Office of the State Fire Marshal. In addition, an applicant for Fire Lieutenant must have satisfactorily completed all academic coursework and required examinations for certification as a Fire Officer I by the Office of the State Fire Marshal.

All personnel who submit themselves to examination will be graded according to the following schedule:

Oral Interview	15%
Tactical Assessment	25%
Performance Potential Rating (PPR)	26.5%
Written Exam	25%
Seniority	5%
(¼% (0.25%) per year for a maximum of twenty (20) years.	
Seniority based on the date of the orientation as the first component of testing)	
Ascertained Merit	3.5%

(A.A.S. or A.S. = 2.0%, B.S. or B.A. = 3.5% - maximum combined score may not exceed 3.5%)

Maximum Grade **100%**

Commented [TG32]: Edit 37: The language regarding Lieutenant promotional process was changed to add an increased emphasis on Performance Potential Ratings.

For the Oral Interview, Tactical Exam and Written Examination, each applicant for promotion must be present at the designated testing site at the time designated for the examination to be held. Any candidate who is not so present will receive a "0" zero for that section as a score.

The order of testing for each component of the promotional process shall be the Orientation, Oral Interview, Performance Potential Rating (PPR), Tactical Examination and the Written Examination.

Military credit shall be applied as prescribed by Statute 50 ILCS 742/1 et seq. All claims for points will be based on the Rules and Regulations of the Board of Fire and Police Commissioners.

Commented [TG33]: Edit 38: The language regarding Lieutenant promotional process was changed to add an increased emphasis on Performance Potential Ratings.

The Board of Fire and Police Commissioners will contract an independent testing agency to administer the Tactical Examination and the Written Examination. Assessors from said agency must decline participation in the process if within the last seven (7) years there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be "Employment Relationships". Fire Department staff or employees will not be part of the Tactical Exam scoring process and will only function in support roles as necessary.

Commented [TG34]: Edit 39: Language was changed to reflect that the Written Examination is conducted by an independent testing agency.

Outside monitors will be allowed for the process of promotions governed by this section of the Agreement, in accordance with the Illinois Fire Department Promotion Act (50 ILCS 742).

Employees who participate in the promotional process will have their past two annual performance evaluations delivered to the Board of Fire and Police Commissioners with their application to the exam process as a reference document for the Board of Fire and Police Commissioners without a weighted value for the promotional process. For the purpose of completing the PPR rating, personnel who have had a shift change in the past 365 days from the date of the beginning of the testing will be allowed to select the most recent supervisor (Lieutenant), from their most recent previous shift, as the "C" rater within the procedures of the PPR process as contained in the Rules and Regulations of the Board of Fire and Police Commissioners.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

All other procedural rules and regulations covering promotional preference, eligible roster, appointment and oath of office, certificate of appointment, probation, right of review and voluntary relinquishment of rank will be followed by the Rules and Regulations of the Board of Fire and Police Commissioners and/or 50 ILCS 742/1 et seq.

Commented [TG35]: Edit 40: Duplicative and out language was removed.

Commented [TG36]: Edit 41: Duplicative and out language was removed.

Section 12.10 Promotions-Battalion Chief

The Fire Chief shall provide a process for promotion in the Fire Department to the rank of Battalion Chief on the basis of performance on an Interview, Assessment Center (oral, tactical and writing), Performance Potential Rating (PPR), and seniority in service. All promotional processes that are fire service related will be conducted with both internal and external fire service evaluators.

The promotional process for Battalion Chief shall begin with the requirement of qualified candidates completing and returning an "Application for Promotion". This Application outlines the basic requirements for application for promotion to Battalion Chief. It additionally addresses the basic educational requirements of the position, should such promotion to Battalion Chief be attained. Said Application must be delivered to the Fire Chief or his designee by the date indicated on the application. Failure to deliver said application will result in immediate disqualification from the current Battalion Chief promotional process.

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit them for promotion. To be eligible for examination for Battalion Chief, an applicant must have a minimum of one (1) year experience as a Fire Lieutenant with the Buffalo Grove Fire Department and a Bachelor Degree.

All personnel who submit themselves to examination will be graded according to the following schedule:

Ascertained Merit**	3.5%
PPR	10%
Seniority*	6.5%
Oral Interview	30%
Assessment Center	50%
Maximum Grade	100%

*1/2% per year for a maximum of thirteen (13) years of service as a Lieutenant.

Seniority based on the date of the orientation as the first component of testing.

**2.0% for a Bachelor's Degree; 3.5% for a Master's Degree

For the Oral Interview and Assessment Center, each applicant for promotion must be present at the designated testing site, and at the time designated for the examination to be held. Any candidate who is not so present will receive a zero (0) for that section as a score.

The order of testing for each component of the promotional process shall be: Application, PPR, Seniority, Oral Interview, and Assessment Center.

Commented [TG37]: Edit 42: The language regarding requirements of the position of Battalion Chief was changed to add a requirement that interested individuals must have a Bachelor Degree in order to test for promotion.

Military credit shall be applied as prescribed by Illinois Statute 50 ILCS 742/1 et seq.

The Fire Chief will form an independent group to conduct the Assessment Center. Assessors must decline participation in the process if, within the last seven (7) years, there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be "Employment Relationships". Fire Department staff or employees will not be part of the Tactical Exam scoring process, and will only function in support roles if necessary.

There will be no outside monitors for the process of promotions as governed by this Agreement.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

The Fire Chief reserves the right to select candidates for the promotion to Battalion Chief based on the specific job description requirements of the position.

ARTICLE XIII

Section 13.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the Union's right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village may consider changing during the term of this Agreement.

ARTICLE XIV

Section 14.1 Savings Clause.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the

specific Article, Section or portion thereof specifically specified in the board, agency of court decision or subsequent litigation and the remaining parts or portions of this Agreement shall remain in full force and effect.

In such event, the parties shall, upon request of either party, upon thirty (30) days notice of any determination, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XV

Section 15.1 Duration of Agreement.

This Agreement shall be effective as of the day after the Agreement is executed by both parties and shall remain in full force and effect until 11:59 P. M. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

Commented [TG38]: Edit 44: Textual edit to reflect agreement timeline.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding Section.

Attachment: CBA - Final Draft 10.16.20 (IAFF Contract)

This Agreement being approved on November 2, 2020 by the Village of Buffalo Grove Board of Trustees, executed by the Village Manager and signed by:

For the Village of Buffalo Grove

Dane Bragg
Village Manager

Arthur A. Malinowski, Jr.
Director of Human Resources

William M. Baker
Fire Chief

**For the Buffalo Grove Professional Firefighter/Paramedic Association
Local 3177, IAFF, AFL-CIO, CLC**

Michael J. Spiro
Union President

Frank Doll
Union Vice President

Alfredo Caballero
Union Secretary

Attachment: CBA - Final Draft 10.16.20 (IAFF Contract)

APPENDIX A – DRUG/ALCOHOL TESTING

The purpose of this Appendix is to provide forms used by the Village of Buffalo Grove during the implementation of alcohol and drug testing (herein referred to as "testing") of Employees for the presence of prohibited substances pursuant to Section 4.7, Drug and Alcohol Testing Policy (the "Policy"). These procedures are intended as a supervisory guide only and are in no way intended to alter any existing relationship between Village of Buffalo Grove Fire Department (the "Employer") and any Employee.

DRUG/ALCOHOL TESTING FORMS

EMPLOYEE NOTIFICATION LETTER

ACKNOWLEDGMENT OF NOTICE OF POLICY & CONSENT TO TESTING

LAST CHANCE AGREEMENT

REPORT OF REASONABLE SUSPICION

NEW HIRE ACKNOWLEDGMENT, RELEASE AND CONSENT

FORM

Date: _____

EMPLOYEE NOTIFICATION LETTER

Dear Employee:

The VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, has ratified a revised drug/alcohol use policy and procedures (the "Policy"). This Policy enhances already existing Employer prohibitions of the use of illicit or inappropriate drugs (herein referred to as prohibited substances. Specifically, it is the policy of the Employer that the use, sale, purchase, transfer, possession or presence in one's system of any prohibited substance (except medications prescribed by a licensed doctor), including alcohol (unless otherwise permitted by Fire department rules), by any Employee while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles) is strictly prohibited. This Policy supersedes all prior policies and statements relating to prohibited substances. The Employer will notify and cooperate with law enforcement agencies in the investigation of any Employee suspected of possession of or trafficking in illicit or inappropriate drugs. Any Employee convicted of on-the-job, possession of or trafficking in illicit or inappropriate drugs, or of driving intoxicated will be terminated.

Under the procedures adopted, Employees will be subject to testing where the circumstances establish that reasonable suspicion of prohibited substance use exists. Employees will also be required to submit to testing following on-the-job accidents or injuries. Refusal to submit to a properly given request to submit to testing will be considered a violation of Employer policy subjecting the Employee to immediate discipline.

In addition, should the federal, state or local rules be revised to include/permit additional testing or limit such testing, the Employer's policy will be revised to comply with those rules.

Every safeguard will be taken in the specimen collection process to ensure that all federally mandated chain-of-custody and laboratory criteria will be met. Employee privacy and confidentiality will be vigorously safeguarded.

VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT ADHERES TO A POLICY OF NON-DISCRIMINATION AGAINST EMPLOYEES SUFFERING FROM ALCOHOLISM OR DRUG ADDICTION IF PROTECTED UNDER FEDERAL AND STATE GUIDELINES.

Any Employee who is presently experiencing difficulty with prohibited substances is encouraged to seek assistance through the Employee Assistance Program. If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken. BE FOREWARNED, courts have determined that current use of prohibited substances detected by testing may not protect Employees claiming protection under handicap statutes.

The following drugs will be tested for:

ALCOHOL
AMPHETAMINES
COCAINE
MARIJUANA
OPIATE METABOLITES
PHENCYCLIDINE (PCP)

Any Employee testing positive for the use of prohibited substances may be subject to discipline, up to and including, termination.

Very truly yours,

Village of Buffalo Grove Fire Department, and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC.

By: William M. Baker
Its: Fire Chief

FORM

**ACKNOWLEDGMENT OF NOTICE OF THE
VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT
AND THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION LOCAL 3177, IAFF, AFL-CIO, CLC
DRUG/ALCOHOL USE POLICY AND PROCEDURES
AND CONSENT TO TESTING**

I, _____, acknowledge receiving written notice of the existence of the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol Abuse Policy (the "Policy").

As a condition of continued employment or service to the Employer, I understand and agree that I must not use, buy, sell, accept as a gift, experiment with, traffic in or be otherwise involved with illicit or inappropriate drugs or alcohol (unless otherwise permitted by fire department rules) while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles).

I understand that the Policy does not apply to medication properly taken as prescribed by a licensed doctor, except as provided by the Policy.

I further understand and agree that I may be required to submit to testing on four occasions:

1. Where circumstances establish that reasonable suspicion of prohibited substance use exists, or;
2. Following on-the-job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the vehicle accident, or;
3. Following an on duty injury where the incident may be reported to any state or federal governmental body (i.e., IDOL, OSHA, etc., not OSFM) or;
4. As a follow-up to prior prohibited conduct.

I understand, further, that refusal to submit to testing when requested to do so by a supervisor will result in immediate discipline.

My signature below indicates my understanding of this Policy and what is expected of me, my consent to be tested and my authorization to release to any collection site personnel, medical review officer or Employer representative the information necessary to comply with this Policy.

(Date)

(Employee Signature)

(Date)

(Employer Signature)

FORM

**LAST CHANCE AGREEMENT
FOR VIOLATION OF
DRUG/ALCOHOL USE POLICY**

Attachment: CBA - Final Draft 10.16.20 (IAFF Contract)

THE BUFFALO GROVE FIRE DEPARTMENT (the "Employer") agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and drug use. The following conditions apply to your rehabilitation program:

You must authorize the Employee Assistance Program to provide proof of enrollment in an alcohol and drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to the Fire Chief. The Employer will closely monitor your attendance and will terminate you (cancel your agreement) if you do not regularly attend all required sessions.

You will pay for all costs of rehabilitation, which are not covered under the Employer's benefit plan.

During the five years following completion of your rehabilitation program, the Employer, under the direction of the Substance Abuse Professional, will test you for alcohol or drug abuse on an unannounced basis, while on duty. The Employer will promptly terminate you (your services) if you refuse to submit to testing or if you test positive during this five-year period.

You must meet all established standards of conduct and job performance. The Employer will terminate you (your services) if your on-the-job conduct or job performance is unsatisfactory. Satisfactory performance includes ongoing compliance with the drug testing policy, including testing if there is reasonable suspicion of violation of the prohibition of use.

Nothing in this agreement alters your employment status. The Employer hopes its employment relationship with you will be a happy and enduring one. Nevertheless, you remain free to resign your employment (terminate your agreement) at any time for any or no reason without notice.

I voluntarily agree to all the above conditions and authorize the Employee Assistance Program to provide the Fire Chief with proof of my enrollment and attendance at the recommended rehabilitation program.

(Date)

(Employee Signature)

(Date)
FORM

(Employer Signature)

**BUFFALO GROVE FIRE DEPARTMENT
REPORT OF REASONABLE SUSPICION
OF THE
DRUG/ALCOHOL USE POLICY**

(This form must be completed the same day the Employee is asked to take a test)

I, _____ (Staff Officer), and I, _____ (Lieutenant) have observed behavior in _____ (Employee) that is consistent with the guidelines determining the need for reasonable suspicion drug testing as defined in the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol Abuse Policy.

The Employer will adhere to the following guidelines when determining the need for reasonable suspicion drug testing: (Circle the observed behavior(s)).

1. Direct observation of drug use while at work.
2. Direct observation of physical symptoms or manifestations of being in violation of the Employer's Drug and Alcohol Abuse Policy while at work.
3. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
4. A report of drug abuse, provided by a reliable and credible known source, which has been independently corroborated.
5. Evidence that an individual has tampered with a drug test during his/her employment with the current Employer.
6. Information that an Employee has caused, or contributed to an accident while at work.
7. Evidence that an Employee has used, possessed, sold, solicited, or transferred drugs while working or while on this Employer's premises or while operating this Employer's vehicle, machinery or equipment.

NOTES:

(Staff Officer)

(Date)

(Lieutenant)

(Date)

(Fire Chief)

(Date)

FORM

**ACKNOWLEDGMENT, RELEASE AND CONSENT
OF THE
BUFFALO GROVE FIRE DEPARTMENT
DRUG/ALCOHOL USE POLICY AND PROCEDURES**

I acknowledge that the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, has a Drug and Alcohol Abuse Policy (the "Policy") and consent to the following:

As a condition for consideration of my application for employment, I agree to undergo screening of my urine for illegal drugs. I further understand and agree that if employed, as a condition of my employment, I will be required to submit to testing for the detection of prohibited substances or alcohol based upon suspicion or following an accident, injury, spill or returning to work after an absence of 30 days or more.

I consent to be tested and authorize any doctor, laboratory, hospital or medical professional, retained by *BUFFALO GROVE FIRE DEPARTMENT*, to release to any collection site personnel, medical review officer or Employer representative the information necessary to comply with this Policy. I release the doctors, laboratories and couriers or hospitals retained by the *BUFFALO GROVE FIRE DEPARTMENT*, their Employees, agents, contractors and successors and assigns from any liability whatsoever arising from the request to furnish the urine, the testing of the urine sample and decisions made concerning continued employment based upon the results of the analysis.

(Date)

(Applicant Signature)

(Date)

(Employer Signature)

Attachment: CBA - Final Draft 10.16.20 (IAFF Contract)

APPENDIX B – COMPARABLE COMMUNITIES

1. Elk Grove Village
2. Glenview
3. Gurnee
4. Highland Park
5. Hoffman Estates
6. Morton Grove
7. Mount Prospect
8. Mundelein
9. Niles
10. Northbrook
11. Park Ridge
12. Rolling Meadows
13. Wheeling
14. Wilmette



Action Item : Award of Bid Cold Patch

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff is recommending an award of bid to the Peter Baker & son in an amount not to exceed \$19,800.00 for FY 2021 with a possible 1 year extension.

ATTACHMENTS:

- Memo Cold Patch 2020 (DOCX)
- Cold Patch Bid Tab (PDF)

Trustee Liaison
Johnson

Staff Contact
Brett Robinson, Finance

Monday, November 2, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 29, 2020

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Purchasing Manager
Mike Reynolds, Public Works Director

SUBJECT: Cold Patch, Joint Bid

Background

The Village led a joint bid for UPM Cold Patch Material for Arlington Heights, Buffalo Grove, Evanston, Glenview, Glencoe, and Northfield. Two bids were received and opened. The Village has worked with both bidders in the past and has had positive experiences with both.

	Arrow Road Construction	Peter Baker & Son Co.
Cold Patch cost per Ton Delivered	\$143.50	\$132.00
Buffalo Grove - 150 Tons		
150 Tons - Delivered	\$21,525.00	\$19,800.00

Recommendation

After a review of the two bids received and based upon prior experience with the low bidder, staff is recommending an award of bid to, Peter Baker & Son, in an amount not to exceed \$19,800.00 for FY 2021 with a possible 1 year extension.

Attachment: Memo Cold Patch 2020 (Award of Bid Cold Patch)

VendorName	Description	Requested Quantity	UOM	Price Per	UOM	Total Cost
Arrow Road Construction	UPM Cold Patch _ Arlington Heights	400 Ton	\$	143.50	\$	57,400.00
Arrow Road Construction	UPM Cold Patch _ Buffalo Grove	150 Ton	\$	143.50	\$	21,525.00
Arrow Road Construction	UPM Cold Patch _ Evanston	90 Ton	\$	143.50	\$	12,915.00
Arrow Road Construction	UPM Cold Patch _ Glencoe	20 Ton	\$	143.50	\$	2,870.00
Arrow Road Construction	UPM Cold Patch _ Glenview	210 Ton	\$	143.50	\$	30,135.00
Arrow Road Construction	UPM Cold Patch _ Northfield	40 Ton	\$	143.50	\$	5,740.00
						130,585.00
Peter Baker & Son Co	UPM Cold Patch _ Arlington Heights	400 Ton	\$	135.00	\$	54,000.00
Peter Baker & Son Co	UPM Cold Patch _ Buffalo Grove	150 Ton	\$	132.00	\$	19,800.00
Peter Baker & Son Co	UPM Cold Patch _ Evanston	90 Ton	\$	140.00	\$	12,600.00
Peter Baker & Son Co	UPM Cold Patch _ Glencoe	20 Ton	\$	135.00	\$	2,700.00
Peter Baker & Son Co	UPM Cold Patch _ Glenview	210 Ton	\$	132.00	\$	27,720.00
Peter Baker & Son Co	UPM Cold Patch _ Northfield	40 Ton	\$	132.00	\$	5,280.00
						122,100.00

Attachment: Cold Patch Bid Tab (Award of Bid Cold Patch)



Information Item : Truth in Taxation Determination

Recommendation of Action

Staff recommends approval.

The Truth in Taxation Act, (the "Act") Chapter 35, ILCS Section 200/18-55 through 200/18-100 requires that staff make a determination whether the proposed tax levy for next year exceeds the current year's levy by five percent. For determination purposes, only corporate, special purpose, and pension levies are compared. Debt service levies are exempt from the calculation but are required to be disclosed in the public notice. Abatements are added back to the levies for the comparison. The determination must be made not less than 20 days prior to the adoption of the FY 2020 levy. The levy will be presented to the Village Board on December 7, 2020.

The year-over-year truth-in-taxation levy growth (which excludes debt service) is estimated to be 3.15 percent. A public hearing will not be required.

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, November 2, 2020	
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