

WARRENVILLE FIRE PROTECTION DISTRICT  
AGENDA FOR TRUSTEE BOARD MEETING

June 21, 2023

5:00 PM

3S472 Batavia Road, Warrenville, IL 60555

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVE AGENDA**
5. **PUBLIC COMMENTS**
6. **ROUTINE BUSINESS**
  - a) Approval of Minutes (05/17)
  - b) Financial Reports
    - i. Presentation by Sikich for fiscal year end accounting
  - c) Approval of Bills
    - i. Approve purchase of building maintenance services not to exceed \$6,000
    - ii. Approve purchase of LUCAS compression device not to exceed \$21,000
    - iii. Approve purchase of cardiac monitor not to exceed \$50,000
  - d) Other Finance
  - e) Closed Session
7. **COMMUNICATIONS**
  - a) Fire Chief's Report
  - b) Trustees
    - a) Firefighters' Appreciation
    - b) Attorney
    - c) Logistics Report
    - d) Training Report
    - e) EMS Report
    - f) Apparatus Report
    - g) Fire Bureau Report
    - h) Personnel
      - i. Discuss and approve payroll increases for non-bargaining unit personnel
      - ii. Discuss and approve creating and filling three full-time Firefighter/Paramedic positions
8. **UNFINISHED BUSINESS**
9. **NEW BUSINESS**
  - a) Discuss and approve collective bargaining agreement with Warrenville Professional Firefighters Association Local 5036, IAFF for the period of May 1, 2023 to April 30, 2026
  - b) Discuss capital cost reimbursement
  - c) Receive Fire Commission annual report
10. **ADJOURN**

**WARRENVILLE FIRE PROTECTION DISTRICT  
3S472 Batavia Road, Warrenville, IL 60555**

**Minutes of Trustee Meeting  
May 17, 2023**

**CALL TO ORDER**

President Perkins called the meeting to order at 1700 hours.

**PLEDGE OF ALLEGIANCE**

The meeting started with the pledge of allegiance to the flag.

**ROLL CALL**

Present for the meeting were President Kate Perkins, Trustee Jeff Carstens, Trustee Joe Rogers, recently elected Trustee Denise Pertell, recently elected Trustee Al Thompson, Assistant Chief Jamie Clark, Assistant Chief Joe Levy, Financial Analyst Amber Nadeau, and Administrative Assistant Jenna Reavy (left at 1713 hours, returned at 1801 hours).

Guests were Fire Marshal Carl Voda (left at 1713 hours, returned at 1801 hours), Captain Jeff Fiene (left at 1713 hours, returned at 1801 hours), Captain Nic Tosto (left at 1713 hours, returned at 1801 hours), Fire Commissioner Nelda Byers (left at 1713 hours), and Carrie Thompson (left at 1707 hours).

**APPROVAL OF AGENDA**

A motion was made by Trustee Carstens, seconded by Trustee Pertell, to approve the agenda as presented.

5 AYES      MOTION CARRIED

**PUBLIC COMMENTS**

None.

**ELECTIONS AND APPOINTMENTS**

President Perkins conducted the Oath of Office swearing-in of Trustee Denise Pertell.

President Perkins conducted the Oath of Office swearing-in of Trustee Al Thompson.

President Perkins conducted the Oath of Office swearing-in of Fire Commissioner Nelda Byers.

A motion was made by Trustee Carstens, seconded by Trustee Thompson, to nominate Kate Perkins for Trustee President.

5 AYES      MOTION CARRIED

A motion was made by President Perkins, seconded by Trustee Carstens, to nominate Denise Pertell for Trustee Treasurer.

5 AYES      MOTION CARRIED

A motion was made by President Perkins, seconded by Trustee Pertell, to nominate Joe Rogers for Trustee Secretary.

5 AYES MOTION CARRIED

**APPROVAL OF MINUTES**

A motion was made by Trustee Pertell, seconded by Trustee Rogers, to approve the regular minutes of the regular meeting on April 19, 2023.

5 AYES MOTION CARRIED

A motion was made by Trustee Pertell, seconded by President Perkins, to approve the closed session minutes of the regular meeting on April 19, 2023.

5 AYES MOTION CARRIED

**FINANCIAL REPORTS**

Assistant Chief Levy presented the financial reports. The “Total Cash” from the Summary of Cash report is equal to the “Ending Cash Balance” on the Cash Activity Report. The Cash Activity Report included a beginning cash balance of \$4,814,116.90 and an ending cash balance of \$4,509,177.88 as recorded in the April 2023 financial reports.

Assistant Chief Levy noted the April ambulance revenues were \$89,664.25. The Fire Recovery revenue was \$480.00. The Fire Bureau revenue was \$1,960.00.

Assistant Chief Levy notified the Board about upcoming bills. One invoice is from Electric Conduit Construction Company for \$13,949.86 for the remaining amount owed for the replacement generator work that occurred in 2020. The vendor was contacting previous employees, which is why the final payment is outstanding. This expense will come out of the Capital Fund. Another purchase that will be brought to the Board next month for approval is for a replacement cardiac monitor.

A motion was made by Trustee Pertell, seconded by Trustee Rogers, to accept the monthly accounting reports as presented.

ROLL CALL:  
Carstens – AYE  
Perkins – AYE  
Pertell – AYE  
Rogers – AYE  
Thompson – AYE  
MOTION CARRIED

**APPROVAL OF BILLS**

None.

**OTHER FINANCE**

None.

**CLOSED SESSION**

At 1713 hours, a motion was made by Trustee Rogers, seconded by Trustee Thompson, to go into closed session to discuss personnel matters and collective negotiating matters in accordance with 5 ILCS 120/2(c)(1) and 5 ILCS 120/2(c)(2).

5 AYES            MOTION CARRIED

Administrative Assistant Reavy and the guests left during the closed session.

Closed session ended at 1759 hours.

**FIRE CHIEF'S REPORT**

Assistant Chief Levy provided the Fire Chief's report. He reported there were 144 calls for service in the month of April 2023, which included 98 EMS calls and 46 fire and rescue calls.

Assistant Chief Levy reported there were significant incidents for April 2023. There was one mutual aid call for a water rescue in Naperville. There were two days of assisting a Federal agency with evidence search. There were two structure fires in Warrenville.

Administrative Professionals week was in April and staff celebrated our administrative professionals with a lunch to show our appreciation for all of their hard work.

National Telecommunicator week was in April and the District provided lunch for three shifts of dispatchers at DUCOMM in recognition of their efforts throughout the year.

Crews provided a ride for the Easter Bunny to attend the Easter egg hunt at the VFW.

Continued collective bargaining agreement meetings for the upcoming contract renewal.

Administrative Assistant Reavy attended the IFSAP annual conference in Galena IL.

Crews began annual hose testing of all fire hose.

Medic 12 attended the Warrenville Park District Health Fair.

Chief Dina and AC Levy attended the GADCS GEMT seminar.

Two paid on call personnel started the Naperville Fire Academy.

**TRUSTEES**

A motion was made by Trustee Pertell, seconded by Trustee Rogers, to approve Resolution 2023-02, PROXY AGREEMENT WITH THE ILLINOIS ASSOCIATION OF FIRE PROTECTION DISTRICTS, appointing Fire Chief Andrew Dina as the proxy.

5 AYES            MOTION CARRIED

Trustee Thompson suggested moving the Trustee Meeting location from the upstairs conference room to the downstairs conference room. President Perkins asked if the upstairs training room could be reconfigured. Trustee Thompson will come up with a plan to reconfigure the upstairs conference room.

Financial Analyst Nadeau reminded the recently elected trustees that they need to complete OMA training within 90 days of taking office.

#### **FIREFIGHTERS' APPRECIATION**

None.

#### **ATTORNEY**

None.

#### **BUILDINGS**

Captain Tosto and Captain Fiene presented the Logistics Report. Captain Fiene noted that the surplus items will be presented under the Logistics report from now on. Captain Fiene took over as Logistics officer as of May 1st.

#### **TRAINING**

Captain Fiene presented the Training Report. There were 846 training hours completed in March. Captain Zabler took over as Training officer as of May 1st.

#### **EMS**

Assistant Chief Levy presented the EMS Report. Captain Tosto took over as EMS officer as of May 1st.

#### **EQUIPMENT**

Assistant Chief Levy presented the Monthly Apparatus Operating Cost Report.

#### **FIRE BUREAU**

Fire Marshal Voda presented the Fire Bureau Report.

#### **PERSONNEL**

Assistant Chief Levy informed the Board that full-time FF/PM Zachary Archbold has resigned. The next test for the eligibility list is scheduled for July 15th.

A motion was made by Trustee Pertell, seconded by Trustee Thompson, to approve filling the vacant full-time firefighter/paramedic position.

ROLL CALL:  
Carstens – AYE  
Perkins – AYE  
Pertell – AYE  
Rogers – AYE  
Thompson – AYE  
MOTION CARRIED

A motion was made by Trustee Carstens, seconded by Trustee Pertell, to table the payroll increases for non-bargaining unit personnel until the next regular meeting.

ROLL CALL:  
Carstens – AYE  
Perkins – AYE  
Pertell – AYE  
Rogers – AYE  
Thompson – AYE  
MOTION CARRIED

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

President Perkins reviewed information about the Decennial Committee Efficiency Act. The attorney provided training last week and the recording is available on the IAFPD website. President Perkins encouraged everyone that will be on the committee to watch the recording.

The act requires at least two residents to be on the committee. Trustee Thompson suggested asking a resident from the Arrowhead area. He will reach out to see if they are interested.

President Perkins suggested that the first meeting of the committee be after the regular Trustee Meeting. Financial Analyst Nadeau reminded the Board that any and all meetings for the Decennial Committee must be published with a date and time. President Perkins commented that the Open Meetings Act will be followed. There was a suggestion for the Decennial Committee to meet before the Trustee Meeting. Any meetings will be posted for public notice.

A motion was made by Trustee Carstens, seconded by Trustee Rogers, to approve Ordinance 23-02, DECENNIAL COMMITTEE EFFICIENCY ACT as presented.

ROLL CALL:  
Carstens – AYE  
Perkins – AYE  
Pertell – AYE  
Rogers – AYE  
Thompson – AYE  
MOTION CARRIED

Assistant Chief Levy presented information about capital cost reimbursement. Fire Chief Dina met with City of Warrenton officials to request \$1 million towards the purchase of an apparatus. The City is requesting the District to sign a hold harmless agreement so the District is responsible for the \$1 million if other entities protest the reimbursement. The attorney for the District suggested writing letters to the other entities to notify them and explain the request in an effort to prevent any protests.

Assistant Chief Levy explained the items listed for surplus. The floor scrubber has since been repaired and is back in use, so that can be removed from the list. A school in town offered to take the expired disinfectant wipes and will sign a hold harmless agreement for them. The SCBA masks and PASS devices are obsolete.

A motion was made by Trustee Carstens, seconded by Trustee Rogers, to approve the SCBA masks and PASS devices for surplus disposal and the expired disinfectant wipes for surplus disposal/donation.

ROLL CALL:  
Carstens – AYE  
Perkins – AYE  
Pertell – AYE  
Rogers – AYE  
Thompson – AYE  
MOTION CARRIED

### ADJOURNMENT

At 1831 hours, a motion was made by Trustee Rogers, seconded by Trustee Thompson, to adjourn the meeting.

5 AYES      MOTION CARRIED

Present at the end of the meeting were President Kate Perkins, Secretary Joe Rogers, Treasurer Denise Pertell, Trustee Jeff Carstens, Trustee Al Thompson, Assistant Chief Jamie Clark, Assistant Chief Joe Levy, Financial Analyst Amber Nadeau, and Administrative Assistant Jenna Reavy

Guests present at the end of the meeting were Fire Marshal Carl Voda, Captain Jeff Fiene, and Captain Nic Tosto.

The meeting adjourned at 1831 hours.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**Warrenville Fire Protection District**  
**Cash Activity**  
**May 2023**

Beginning Cash Balance		4,509,177.88
Revenues:		
Receipts from the Monthly Receipts report	438,687.48	
5/3 Credit Card Reward	-	
Interest Income and Gain (Loss) on 5/3 Investment account	(2,198.83)	
Interest Income 5/3 Money Market account	3,177.56	
Foreign Fire Revenues	-	
Total Revenues		439,666.21
Expenses:		
Vendor checks from the Check Register report	(37,117.84)	
Payroll disbursements and fees from the Precision payroll reports	(170,989.50)	
Auto Disbursements	(26,787.47)	
Foreign Fire Disbursements	-	
Foreign Fire Disbursements Paid on 5/3 Credit Card and reimbursed to District	-	
Bank fee 5/3 Checking Account	-	
Bank fee 5/3 Investment Account	(153.30)	
Bank fee Hinsdale Lockbox Account	-	
Bank fee Money Market	-	
Credit Card Service Fee	(21.91)	
Paramedic Billing Fee	(4,068.57)	
Total Expenses		(239,138.59)
Ending Cash Balance		<u>4,709,705.50</u>
Bank Account Balances at month end:		
* Fifth-Third Checking		686,067.35
Fifth-Third Money Market		3,497,867.89
Fifth-Third Trust Investment		460,152.06
Fifth-Third Lockbox Checking		-
Hinsdale Bank and Trust Co Lockbox		-
Fifth Third Foreign Fire Tax		65,618.20
		<u>4,709,705.50</u>

\* Note: The Fifth-Third Checking account balance displayed represents the general ledger balance not the bank balance. There are reconciling items such as outstanding checks and deposits in transit at month end.



Warrenville Fire Protection District  
 Summary of Cash  
 May 31, 2023

ASSETS

<u>Corporate Fund</u>		
Fifth-Third Checking Pooled	\$	300,229.93
Fifth-Third Money Market		2,390,304.29
Fifth-Third Pooled Trust Inves		560,221.41
Fifth-Third Pooled Trust MTMkt		(100,069.35)
		3,150,686.28
Total Corporate Fund		
		3,150,686.28
<u>Audit Fund</u>		
Fifth-Third Checking Pooled		4,867.36
		4,867.36
Total Audit Fund		
		4,867.36
<u>Liability Insurance Fund</u>		
Fifth-Third Checking Pooled		3,272.51
		3,272.51
Total Liability Insurance Fund		
		3,272.51
<u>Workers Compensation Fund</u>		
Fifth-Third Checking Pooled		47,808.22
		47,808.22
Total Workers Compensation Fund		
		47,808.22
<u>Foreign Fire Fund</u>		
Fifth-Third Foreign Fire Tax		65,618.20
		65,618.20
Total Foreign Fire Fund		
		65,618.20
<u>Capital Projects Fund</u>		
Fifth-Third Pooled Checking		329,889.33
Fifth-Third Money Market		1,107,563.60
		1,437,452.93
Total Capital Projects Fund		
		1,437,452.93
Total Cash		
	\$	4,709,705.50

**Warrenville Fire Protection District**  
**Account Reconciliation**  
**As of May 31, 2023**  
**01-00-1000-00 - Fifth-Third Pooled Checking**  
**Bank Statement Date: May 31, 2023**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		565,306.49
Add: Cash Receipts		354,932.08
Less: Cash Disbursements		(64,218.40)
Add (Less) Other		(169,952.82)
Ending GL Balance		686,067.35
Ending Bank Balance		689,512.86
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Feb 28, 2023 11041	(63.55)
	May 18, 2023 11089	(250.21)
	May 18, 2023 11092	(1,217.42)
	May 25, 2023 11097	(986.25)
	May 25, 2023 11098	(363.29)
	Feb 17, 2023 16084	(104.88)
	Mar 17, 2023 16086	(52.44)
	Apr 28, 2023 16088	(94.38)
	May 26, 2023 16089	(313.09)
Total outstanding checks		(3,445.51)
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance		686,067.35

**Warrenville Fire Protection District**  
**Monthly Receipts**  
**For the Period From May 1, 2023 to May 31, 2023**

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Date	Account ID	Transactio	Line Description	Debit Amnt	Credit Am
5/3/23	10-00-1290-00 10-00-1000-00	C165FU10	Invoice: FP22-09 Johnson Controls, Inc.	132.00	132.00
5/3/23	10-00-1290-00 10-00-1000-00	DBOENVP	Invoice: FP22-22 Johnson Controls, Inc.	313.50	313.50
5/3/23	10-00-1290-00 10-00-1000-00	FIMSKYFS	Invoice: FP23-19 Sweet Vibes	300.00	300.00
5/18/23	10-00-1290-00 01-00-1000-00	34486	Invoice: FP23-07 Esscoe, LLC	2,698.85	2,698.85
5/18/23	10-00-4350-00 01-00-1000-00	48896	Fire Recovery - Corp Fire Recovery USA LLC	592.00	592.00
5/18/23	10-00-4100-00 01-00-1000-00	AC4055262	Replacement Tax-Corporate Illinois State Comptroller/Treasurer Off	18,997.00	18,997.00
5/18/23	10-00-1290-00 01-00-1000-00	300020974	Invoice: FP22-65 US Alliance Fire Protection, Inc.	192.50	192.50
5/26/23	10-00-4000-00 10-00-4000-00 30-00-4000-00 40-00-4000-00 50-00-4000-00 10-00-4050-00 10-00-4050-00 01-00-1000-00	05262023	Property Tax-Corporate Property Tax-Corporate Property Tax-Audit Property Tax-Liability Insur Property Tax-Work Comp Property Tax - Corp Emer&Rescu Property Tax - Corp Emer&Rescu DuPage County Treasurer	327,429.61	158,865.54 105,672.36 952.00 3,272.51 16,957.56 25,025.78 16,683.86
5/31/23	10-00-4310-00 10-01-6115-00 01-00-1000-00	05312023-1	Amb Billing Fund 10 Paramedic Bill Fee Fund 10 Amb Deposits Fund 10	4,068.57 5,022.12	9,090.69
5/31/23	10-00-4310-00 10-00-1031-00	05312023-2	Amb Billing Fund 10 Amb Deposits Fund 10	78,941.33	78,941.33
				<b>78,941.33</b>	
				<b>438,687.48</b>	<b>438,687.48</b>

**Warrenville Fire Protection District  
Aged Receivables  
As of May 31, 2023**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Summary Format.

Customer Bill To Contact	0-30	31-60	61-90	Over 90 days	Amount Due
Avondale Electric		253.00			253.00
Bassily, Baher		110.00			110.00
Cosgrove Construction Inc.		242.00			242.00
DynaCom Management, Inc.		1,763.08			1,763.08
Fox Valley Fire & Safety Co., Inc.		341.00			341.00
High Rise Security System, LLC		616.00			616.00
MazTec Network Solutions		242.00			242.00
Mirza, Ahsan		110.00			110.00
Nayi, Viren		110.00			110.00
Philip Vail		132.00			132.00
		<b>3,919.08</b>			<b>3,919.08</b>

**Warrenville Fire Protection District  
General Ledger**

**For the Period From May 1, 2023 to May 31, 2023**

Filter Criteria includes: 1) IDs from 10-00-4250-20 to 10-00-4250-20. Report order is by ID. Report is printed with shortened descriptions and with Hide Period Subtotals on Multi-Period Report and in Summary By Transaction Format.

Account ID Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
10-00-4250-20	5/1/23	Beginning Balance			
FMB-Plan Review	5/3/23	Sweet Vibes		300.00	
		Change		300.00	-300.00
	5/31/23	<b>Ending Balance</b>			<b>-300.00</b>

**Warrenville Fire Protection District**  
**Check Register**  
**For the Period From May 1, 2023 to May 31, 2023**

Filter Criteria includes: 1) Check Numbers from 10000 to 13000. Report order is by Check Number.

Payee	Check	Amount	Account ID	Account Description
Illinois Public Risk Fund	11087	14,768.00	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Ace Hardware - Warrenville	11088	28.75	10-00-2000-00 10-00-2000-00 01-00-1000-00	Accounts Payable Accounts Payable Fifth-Third Pooled Checking
Byers, Nelda	11089	250.21	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
City of Warrenville	11090	311.50	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
ComEd	11091	1,052.75	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Watkins, William	11092	1,217.42	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Electric Conduit Constructio	11093	13,949.86	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Nicor Gas	11094	416.31	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Ntiva, Inc.	11095	1,700.00	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Sikich, LLP - Accounting	11096	2,073.50	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Du-Comm	11097	986.25	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Konica Minolta Premier Fina	11098	363.29	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
	<b>Total</b>	<b>37,117.84</b>		

**Warrenville Fire Protection District**  
**Check Register**  
**For the Period From May 1, 2023 to May 31, 2023**

Filter Criteria includes: 1) Check Numbers from 170 to 800. Report order is by Check Number.

<b>Payee</b>	<b>Check</b>	<b>Amount</b>	<b>Account ID</b>	<b>Account Description</b>
Aflac	627	584.46	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Blue Cross Blue Shield of Ill	628	22,875.66	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Blue Cross Blue Shield of Ill	629	672.33	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
Guardian Dental Plan	630	1,056.54	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
IMRF - IL Municipal Retirem	631	1,598.48	10-00-2000-00 01-00-1000-00	Accounts Payable Fifth-Third Pooled Checking
	<b>Total</b>	<b>26,787.47</b>		

**Warrenville Fire Protection District**  
**Purchase Journal**  
**For the Period From May 1, 2023 to May 31, 2023**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by Vendor Name. Repo

Name	Date	Account ID	Account Description	Line Description	Debit	Credit
Ace Hardware - Warrenville	5/8/23	10-01-6500-00	Maintenance Buildings-Stat 1	Potting soil	17.97	
Ace Hardware - Warrenville	5/8/23	10-00-2000-00	Accounts Payable	Ace Hardware - Warrenville		17.97
Ace Hardware - Warrenville	5/15/23	10-01-7010-00	Operating Supplies	Tape	10.78	
Ace Hardware - Warrenville	5/15/23	10-00-2000-00	Accounts Payable	Ace Hardware - Warrenville		10.78
Aflac	5/1/23	10-00-2160-00	Insurance - Aflac Payable	Accident insurance for April	584.46	
Aflac	5/1/23	10-00-2000-00	Accounts Payable	Aflac		584.46
Blue Cross Blue Shield of Illinois	5/1/23	10-01-5200-00	Insurance-Health	Health insurance for May	22,875.66	
Blue Cross Blue Shield of Illinois	5/1/23	10-00-2000-00	Accounts Payable	Blue Cross Blue Shield of Illinois		22,875.66
Blue Cross Blue Shield of Illinois	5/1/23	10-01-5200-05	Insurance-Vision	Vision insurance for May	193.83	
Blue Cross Blue Shield of Illinois	5/1/23	10-01-5200-20	Insurance-Life	Life insurance for May	478.50	
Blue Cross Blue Shield of Illinois	5/1/23	10-00-2000-00	Accounts Payable	Blue Cross Blue Shield of Illinois		672.33
Byers, Nelda	5/7/23	10-01-6700-50	Training - Fire Commissioners	Mileage for IFPCA conference	250.21	
Byers, Nelda	5/7/23	10-00-2000-00	Accounts Payable	Byers, Nelda		250.21
City of Warrenville	5/10/23	10-01-6800-20	Utilities-Water	Water utility for 02/28-04/30	311.50	
City of Warrenville	5/10/23	10-00-2000-00	Accounts Payable	City of Warrenville		311.50
ComEd	5/11/23	10-01-6800-00	Utilities-Electric	Electricity services for 04/12-05/11	1,052.75	
ComEd	5/11/23	10-00-2000-00	Accounts Payable	ComEd		1,052.75
Du-Comm	5/16/23	10-01-6110-00	DuComm Dispatch	Active 911 service renewal 05/31/23-05/30/24	986.25	
Du-Comm	5/16/23	10-00-2000-00	Accounts Payable	Du-Comm		986.25
Electric Conduit Construction	5/10/23	60-01-8010-00	Capital Outlay - Building	Final payment for 2020 replacement generator	13,949.86	
Electric Conduit Construction	5/10/23	10-00-2000-00	Accounts Payable	Electric Conduit Construction		13,949.86
Guardian Dental Plan	5/1/23	10-01-5200-10	Insurance-Dental	Dental insurance for May	1,056.54	
Guardian Dental Plan	5/1/23	10-00-2000-00	Accounts Payable	Guardian Dental Plan		1,056.54
Illinois Public Risk Fund	5/1/23	50-00-5400-00	Worker's Compensation Expen	Workers comp insurance for May	14,768.00	
Illinois Public Risk Fund	5/1/23	10-00-2000-00	Accounts Payable	Illinois Public Risk Fund		14,768.00
IMRF - IL Municipal Retirement Fun	5/1/23	10-00-2163-00	IMRF Payable - Employee	Employee pension contributions for April	511.61	
IMRF - IL Municipal Retirement Fun	5/1/23	10-01-5200-27	IMRF District Contribution	Employer pension contributions for April	1,086.87	
IMRF - IL Municipal Retirement Fun	5/1/23	10-00-2000-00	Accounts Payable	IMRF - IL Municipal Retirement Fund		1,598.48
Konica Minolta Premier Finance	5/19/23	10-01-7100-00	Office Supplies	Copier lease and usage for 05/12-06/12	363.29	
Konica Minolta Premier Finance	5/19/23	10-00-2000-00	Accounts Payable	Konica Minolta Premier Finance		363.29
Nicor Gas	5/9/23	10-01-6800-10	Utilities-Gas	Gas utility for 04/10-05/08	416.31	
Nicor Gas	5/9/23	10-00-2000-00	Accounts Payable	Nicor Gas		416.31
Ntiva, Inc.	5/5/23	10-01-6600-10	IT Support Services	IT support services for May	1,700.00	
Ntiva, Inc.	5/5/23	10-00-2000-00	Accounts Payable	Ntiva, Inc.		1,700.00
Sikich, LLP - Accounting	5/16/23	10-01-6000-00	Accounting-Sikich	Accounting services for April	2,073.50	
Sikich, LLP - Accounting	5/16/23	10-00-2000-00	Accounts Payable	Sikich, LLP - Accounting		2,073.50
Watkins, William	5/16/23	10-01-5005-00	Payroll-Part Time Firefighters	Reissue 05/12/2023 returned paycheck	1,217.42	
Watkins, William	5/16/23	10-00-2000-00	Accounts Payable	Watkins, William		1,217.42
					<b>63,905.31</b>	<b>63,905.31</b>



**Warrenville Fire Protection District**  
**Purchase Journal - Fifth Third Pro Card**  
**For the Period From May 1, 2023 to May 31, 2023**

Filter Criteria includes: 1) Vendor IDs: Fifth Third Pro Card; 2) Includes Drop Shipments. Report order is by Date. Report is printed in Detail Format.

Name	Date	Account ID	Account Description	Line Description	Trans Amount
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This report contains no data.

Credit card payments were made on 04/27/2023, 04/30/2023, and 06/02/2023.  
As a result, there is no data to report for the month of May.

Warrenville Fire Protection District  
Revenues and Expenses  
Compared with Budget  
For the One Month Ending May 31, 2023

	Current Month Actual	Year to Date Actual	Annual Budget	Remaining Balance	Percent Available	
<u>Corporate Fund</u>						
<u>Revenues</u>						
10-00-4000-00	Property Tax Revenue	\$ 264,537.90	\$ 264,537.90	\$ 3,121,515.00	2,856,977.10	91.53
10-00-4010-00	Property Tax Revenue - Pension	44,765.57	44,765.57	537,804.00	493,038.43	91.68
10-00-4050-00	PropTax Rev - Emer&Rescue Fund	41,709.64	41,709.64	492,168.00	450,458.36	91.53
10-00-4100-00	State Replacement Tax Revenue	18,997.00	18,997.00	65,000.00	46,003.00	70.77
10-00-4250-20	FMB-Plan Review	300.00	300.00	20,000.00	19,700.00	98.50
10-00-4310-00	Ambulance Service Fees	88,032.02	88,032.02	950,000.00	861,967.98	90.73
10-00-4350-00	Fire Recovery	592.00	592.00	16,000.00	15,408.00	96.30
10-00-4400-00	Reimbursements	0.00	0.00	15,000.00	15,000.00	100.00
10-00-4500-00	Grant Revenue	0.00	0.00	14,000.00	14,000.00	100.00
10-00-4700-00	Other Income	0.00	0.00	2,500.00	2,500.00	100.00
10-00-4800-00	Interest Income	3,343.44	3,343.44	13,000.00	9,656.56	74.28
10-00-4801-00	Unrealized Gain/Loss on Invest	(2,324.40)	(2,324.40)	0.00	2,324.40	0.00
	Total Revenues	<u>459,953.17</u>	<u>459,953.17</u>	<u>5,246,987.00</u>	<u>4,787,033.83</u>	91.23
<u>Expenses</u>						
<u>Personal Services</u>						
10-01-5000-00	Payroll-Full Time Firefighters	126,293.08	126,293.08	1,850,000.00	1,723,706.92	93.17
10-01-5005-00	Payroll-Part Time Firefighters	18,753.75	18,753.75	565,000.00	546,246.25	96.68
10-01-5010-00	Payroll-Office & Staff	6,535.78	6,535.78	131,200.00	124,664.22	95.02
10-01-5015-00	Payroll-Part Time Supervisory	1,991.67	1,991.67	28,100.00	26,108.33	92.91
10-01-5020-00	Overtime	10,907.31	10,907.31	100,000.00	89,092.69	89.09
10-01-5022-00	Payroll-Special-Rate	748.16	748.16	10,000.00	9,251.84	92.52
10-01-5025-00	Payroll-Holiday Pay	349.44	349.44	58,000.00	57,650.56	99.40
10-01-5030-00	Payroll-Fireman POC	3,735.00	3,735.00	150,000.00	146,265.00	97.51
10-01-5080-00	Trustee Compensation	1,312.50	1,312.50	16,875.00	15,562.50	92.22
10-01-5090-00	Fire Commissioner Compensation	166.66	166.66	3,000.00	2,833.34	94.44
10-01-5100-00	Payroll Taxes	4,873.35	4,873.35	116,000.00	111,126.65	95.80
10-01-5200-00	Insurance-Health	20,134.10	20,134.10	324,000.00	303,865.90	93.79
10-01-5200-05	Insurance-Vision	193.83	193.83	2,200.00	2,006.17	91.19
10-01-5200-10	Insurance-Dental	1,056.54	1,056.54	11,750.00	10,693.46	91.01
10-01-5200-20	Insurance-Life	478.50	478.50	5,250.00	4,771.50	90.89
10-01-5200-25	VEBA	0.00	0.00	35,000.00	35,000.00	100.00
10-01-5200-26	457 District Contribution	0.00	0.00	2,400.00	2,400.00	100.00
10-01-5200-27	IMRF District Contribution	1,086.87	1,086.87	18,420.00	17,333.13	94.10
10-01-5300-00	Health & Wellness	0.00	0.00	32,000.00	32,000.00	100.00
10-01-5500-00	Pension Contribution	<u>44,765.57</u>	<u>44,765.57</u>	<u>536,900.00</u>	<u>492,134.43</u>	91.66

Warrenville Fire Protection District  
Revenues and Expenses  
Compared with Budget  
For the One Month Ending May 31, 2023

	Current Month Actual	Year to Date Actual	Annual Budget	Remaining Balance	Percent Available
Total Personal Services	243,382.11	243,382.11	3,996,095.00	3,752,712.89	93.91
<u>Contractual Services</u>					
10-01-6000-00 Accounting-Sikich	2,073.50	2,073.50	35,000.00	32,926.50	94.08
10-01-6010-00 Dues	0.00	0.00	4,700.00	4,700.00	100.00
10-01-6020-00 Firefighters Appreciation Fund	0.00	0.00	10,000.00	10,000.00	100.00
10-01-6030-00 General Insurance	0.00	0.00	2,550.00	2,550.00	100.00
10-01-6040-00 Legal	0.00	0.00	33,000.00	33,000.00	100.00
10-01-6045-00 Payroll Service Fee	347.61	347.61	5,600.00	5,252.39	93.79
10-01-6060-00 GEMT 50% Payment Expense	0.00	0.00	140,000.00	140,000.00	100.00
10-01-6110-00 DuComm Dispatch	986.25	986.25	82,500.00	81,513.75	98.80
10-01-6115-00 Ambulance Billing Fees	4,068.57	4,068.57	42,750.00	38,681.43	90.48
10-01-6120-00 Haz-Mat Equipment	0.00	0.00	5,000.00	5,000.00	100.00
10-01-6130-00 Dive/Water Rescue	0.00	0.00	12,000.00	12,000.00	100.00
10-01-6140-00 Technical Rescue Equipment	0.00	0.00	2,500.00	2,500.00	100.00
10-01-6145-00 TEMS - (SWAT)	0.00	0.00	2,000.00	2,000.00	100.00
10-01-6150-00 SCBA Maintenance and Parts	0.00	0.00	15,000.00	15,000.00	100.00
10-01-6160-00 Hose and Appliances	0.00	0.00	6,000.00	6,000.00	100.00
10-01-6170-00 GIS Maintenance	0.00	0.00	2,200.00	2,200.00	100.00
10-01-6180-00 Credit Card Processing Fees	21.91	21.91	800.00	778.09	97.26
10-01-6200-00 Comm/Radio Equipment	0.00	0.00	17,000.00	17,000.00	100.00
10-01-6500-00 Maintenance Buildings-Stat 1	17.97	17.97	35,000.00	34,982.03	99.95
10-01-6510-00 Maintenance-Equipment	0.00	0.00	2,500.00	2,500.00	100.00
10-01-6520-00 Maintenance-Apparatus	0.00	0.00	65,000.00	65,000.00	100.00
10-01-6530-00 Small Tools	0.00	0.00	4,000.00	4,000.00	100.00
10-01-6600-00 IT Hardware	0.00	0.00	12,000.00	12,000.00	100.00
10-01-6600-05 IT Computer Software	0.00	0.00	32,700.00	32,700.00	100.00
10-01-6600-10 IT Support Services	1,700.00	1,700.00	28,000.00	26,300.00	93.93
10-01-6700-00 Training-Seminars/Lecture	0.00	0.00	4,000.00	4,000.00	100.00
10-01-6700-05 Training-Certification Classes	0.00	0.00	25,000.00	25,000.00	100.00
10-01-6700-10 Training-Books/Manuals	0.00	0.00	2,000.00	2,000.00	100.00
10-01-6700-15 Training-Building Mat/Props	0.00	0.00	5,000.00	5,000.00	100.00
10-01-6700-20 Training-Audio Visual/Comp	0.00	0.00	3,000.00	3,000.00	100.00
10-01-6700-25 Training- Per Diem	0.00	0.00	3,500.00	3,500.00	100.00
10-01-6700-40 Training-Supplies	0.00	0.00	5,000.00	5,000.00	100.00
10-01-6700-48 Career Training	0.00	0.00	20,000.00	20,000.00	100.00
10-01-6700-50 Training - Fire Commissioners	250.21	250.21	4,300.00	4,049.79	94.18
10-01-6710-00 Fire Prevention Bureau	0.00	0.00	3,000.00	3,000.00	100.00
10-01-6730-00 Testing and Promotion	0.00	0.00	20,000.00	20,000.00	100.00
10-01-6745-00 Public Education	0.00	0.00	3,500.00	3,500.00	100.00
10-01-6750-00 Travel/Hotel Expense	0.00	0.00	6,000.00	6,000.00	100.00
10-01-6770-00 Client Relations Expense	0.00	0.00	4,000.00	4,000.00	100.00

Unaudited Monthly Treasurer's Report

Warrenville Fire Protection District  
 Revenues and Expenses  
 Compared with Budget  
 For the One Month Ending May 31, 2023

	Current Month Actual	Year to Date Actual	Annual Budget	Remaining Balance	Percent Available
10-01-6800-00 Utilities-Electric	1,052.75	1,052.75	12,000.00	10,947.25	91.23
10-01-6800-10 Utilities-Gas	416.31	416.31	12,000.00	11,583.69	96.53
10-01-6800-20 Utilities-Water	311.50	311.50	2,000.00	1,688.50	84.43
10-01-6810-00 Telephone-Land Line	0.00	0.00	15,000.00	15,000.00	100.00
10-01-6810-10 Telephone-Cell Phones	0.00	0.00	10,800.00	10,800.00	100.00
10-01-6830-00 Alarm Expense	0.00	0.00	4,000.00	4,000.00	100.00
10-01-6840-00 Cable	0.00	0.00	700.00	700.00	100.00
<b>Total Contractual Services</b>	<b>11,246.58</b>	<b>11,246.58</b>	<b>762,600.00</b>	<b>751,353.42</b>	<b>98.53</b>

Warrenville Fire Protection District  
Revenues and Expenses  
Compared with Budget  
For the One Month Ending May 31, 2023

	Current Month Actual	Year to Date Actual	Annual Budget	Remaining Balance	Percent Available
<u>Commodities</u>					
10-01-7000-00 Motor Fuel	0.00	0.00	32,000.00	32,000.00	100.00
10-01-7010-00 Operating Supplies	10.78	10.78	2,000.00	1,989.22	99.46
10-01-7100-00 Office Supplies	363.29	363.29	8,000.00	7,636.71	95.46
10-01-7110-00 Cleaning Supplies	0.00	0.00	3,500.00	3,500.00	100.00
10-01-7200-00 Firefighters Pers Prot Equip	0.00	0.00	40,000.00	40,000.00	100.00
10-01-7220-00 Uniforms-Employees	0.00	0.00	27,000.00	27,000.00	100.00
10-01-7220-90 Uniforms-Other	0.00	0.00	6,000.00	6,000.00	100.00
10-01-7230-00 Fire & Rescue Equipment	0.00	0.00	20,000.00	20,000.00	100.00
10-01-7300-00 Medical Supplies	0.00	0.00	55,000.00	55,000.00	100.00
Total Commodities	<u>374.07</u>	<u>374.07</u>	<u>193,500.00</u>	<u>193,125.93</u>	99.81
<u>Capital Outlay</u>					
Total Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
<u>Other</u>					
10-01-9000-00 Miscellaneous	153.30	153.30	0.00	(153.30)	0.00
10-01-9500-60 Transfers to Capital Projects	<u>200,000.00</u>	<u>200,000.00</u>	<u>200,000.00</u>	<u>0.00</u>	0.00
Total Other	<u>200,153.30</u>	<u>200,153.30</u>	<u>200,000.00</u>	<u>(153.30)</u>	(0.08)
Total Expenses	<u>455,156.06</u>	<u>455,156.06</u>	<u>5,152,195.00</u>	<u>4,697,038.94</u>	91.17
Net Revenue over Expenses	<u>\$ 4,797.11</u>	<u>\$ 4,797.11</u>	<u>\$ 94,792.00</u>	<u>89,994.89</u>	94.94

Warrenville Fire Protection District  
Revenues and Expenses  
Compared with Budget  
For the One Month Ending May 31, 2023

		Current Month Actual	Year to Date Actual	Annual Budget	Remaining Balance	Percent Available
<u>Audit Fund</u>						
<u>Revenues</u>						
30-00-4000-00	Property Tax Revenue	\$ 952.00	\$ 952.00	\$ 11,233.00	10,281.00	91.52
	Total Revenues	952.00	952.00	11,233.00	10,281.00	91.52
<u>Expenses</u>						
30-00-6005-00	Audit Fees	0.00	0.00	11,233.00	11,233.00	100.00
	Total Personal Services	0.00	0.00	11,233.00	11,233.00	100.00
	Net Revenue over Expenses	\$ 952.00	\$ 952.00	\$ 0.00	(952.00)	0.00
<u>Liability Insurance Fund</u>						
<u>Revenues</u>						
40-00-4000-00	Property Tax Revenue	\$ 3,272.51	\$ 3,272.51	\$ 38,615.00	35,342.49	91.53
	Total Revenues	3,272.51	3,272.51	38,615.00	35,342.49	91.53
<u>Expenses</u>						
40-00-6035-00	Liability Insurance	0.00	0.00	38,615.00	38,615.00	100.00
	Total Personal Services	0.00	0.00	38,615.00	38,615.00	100.00
	Net Revenue over Expenses	\$ 3,272.51	\$ 3,272.51	\$ 0.00	(3,272.51)	0.00

Warrenville Fire Protection District  
 Revenues and Expenses  
 Compared with Budget  
 For the One Month Ending May 31, 2023

		Current Month Actual	Year to Date Actual	Annual Budget	Remaining Balance	Percent Available
<u>Workers Compensation Fund</u>						
<u>Revenues</u>						
50-00-4000-00	Property Tax Revenue	\$ 16,957.56	\$ 16,957.56	\$ 200,097.00	183,139.44	91.53
	Total Revenues	<u>16,957.56</u>	<u>16,957.56</u>	<u>200,097.00</u>	<u>183,139.44</u>	91.53
<u>Expenses</u>						
50-00-5400-00	Worker's Compensation Expense	<u>14,768.00</u>	<u>14,768.00</u>	<u>200,097.00</u>	<u>185,329.00</u>	92.62
	Total Personal Services	<u>14,768.00</u>	<u>14,768.00</u>	<u>200,097.00</u>	<u>185,329.00</u>	92.62
	Net Revenue over Expenses	<u>\$ 2,189.56</u>	<u>\$ 2,189.56</u>	<u>\$ 0.00</u>	<u>(2,189.56)</u>	0.00

Warrenville Fire Protection District  
Revenues and Expenses  
Compared with Budget  
For the One Month Ending May 31, 2023

		Current Month Actual	Year to Date Actual	Annual Budget	Remaining Balance	Percent Available
<u>Foreign Fire Fund</u>						
<u>Revenues</u>						
55-00-4150-00	Foreign Fire Tax Revenue	\$ 0.00	\$ 0.00	\$ 35,000.00	35,000.00	100.00
	Total Revenues	0.00	0.00	35,000.00	35,000.00	100.00
<u>Expenses</u>						
55-01-5150-00	Foreign Fire Tax	0.00	0.00	35,000.00	35,000.00	100.00
	Total Personal Services	0.00	0.00	35,000.00	35,000.00	100.00
	Net Revenue over Expenses	\$ 0.00	\$ 0.00	\$ 0.00	0.00	0.00



Warrenville Fire Protection District  
 Revenues and Expenses  
 Compared with Budget  
 For the One Month Ending May 31, 2023

		Current Month Actual	Year to Date Actual	Annual Budget	Remaining Balance	Percent Available
<u>Capital Projects Fund</u>						
<u>Revenues</u>						
60-00-4800-00	Interest Income	\$ 1,006.14	\$ 1,006.14	\$ 3,000.00	1,993.86	66.46
60-00-4900-10	Transfers from Corp Fund	200,000.00	200,000.00	200,000.00	0.00	0.00
	<b>Total Revenues</b>	<u>201,006.14</u>	<u>201,006.14</u>	<u>203,000.00</u>	<u>1,993.86</u>	<u>0.98</u>
<u>Expenses</u>						
60-01-8010-00	Capital Outlay - Building	13,949.86	13,949.86	100,000.00	86,050.14	86.05
60-01-8015-00	Capital Outlay - Apparatus	0.00	0.00	131,000.00	131,000.00	100.00
60-01-8020-00	Capital Outlay - Operating Equ	0.00	0.00	70,000.00	70,000.00	100.00
	<b>Total Expenses</b>	<u>13,949.86</u>	<u>13,949.86</u>	<u>301,000.00</u>	<u>287,050.14</u>	<u>95.37</u>
	<b>Net Revenue over Expenses</b>	<u>\$ 187,056.28</u>	<u>\$ 187,056.28</u>	<u>\$ (98,000.00)</u>	<u>(285,056.28)</u>	<u>290.87</u>



**Mr. Handyman of Wheaton - Hinsdale**  
 245 W. Roosevelt Rd Ste 39  
 West Chicago, IL 60185  
 (630) 701-9452

**Estimate** 245198544  
**Estimate Date** 4/28/2023

**Billing Address**  
 Warrenville Fire Dept.  
 35472 Batavia Road  
 Warrenville, IL 60555 USA

**Job Address**  
 Warrenville Fire Dept.  
 35472 Batavia Road  
 Warrenville, IL 60555 USA

**Description of work**

Multiple projects

Task #	Description	Quantity	Your Price	Total
Estimated Material Charge -	Estimated Material Charge	1.00	\$2,105.00	\$2,105.00
MH.MTA.000.0001	Material acquisition	1.00	\$72.50	\$72.50
MH.SCG.022.1000	Miscellaneous supplies/van stock	1.00	\$14.53	\$14.53
MH.SCG.001.1000	Residential service fee	3.00	\$58.00	\$174.00
MHCC10001	Credit Card Processing Fee	1.00	\$8.00	\$8.00
MH.1954.012.0000	Payment is due at the end of each day for services performed that day unless other arrangements have been made. We accept checks, cash and credit card payments.	1.00	\$0.00	\$0.00
..	We appreciate your business!	1.00	\$0.00	\$0.00
	Estimate of work is based on what can be reasonably viewed from consultation. Mr Handyman is not responsible for any underlying structural/ mechanical issues that may be uncovered as we work through the project. Any additional work or change orders will be discussed with homeowner and review additional charges for approval.			
MH.MRI.803.0100	Adjust 2 sets of bifold doors that pop off track or aren't staying in position. In conference room and office.  Trim bottom of solid wood door to training room. Remove closer, remove door, cut off 1/2" from bottom and reinstall.  Adjust double door to close properly. Steel jamb is flexing at bottom. Secure jamb and check that hinges are not bent.  In hose tower cover framed ceiling with vented soffit panel. 20'x22' area. Run J channel at peak and perimeter of ceiling. Cut and install vented soffit panels to cover entire ceiling. Price is based on visual inspection from ground level.  Install dryer vent. Complete hole through cinder block. Run Rigid pipe where possible. Connect to dryer and install vent cap. Customer has materials.	1.00	\$3,400.00	\$3,400.00

Reattach aluminum trim piece on window.

Remove window crank on 2 Anderson casement windows. Determine if cranks can be repaired or if replacement is needed. Price is based on repair.

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<b>Potential Savings</b>	\$170.00 - \$170.00	<b>Sub-Total</b>	\$5,774.03
		<b>Tax</b>	\$0.00
		<b>Total Due</b>	\$5,774.03
		<b>Deposit/Downpayment</b>	\$0.00

Thank you for choosing Mr. Handyman - A Neighborly Company  
To explore all our Home Improvement and Repair Services visit:[MrHandyman.com](http://MrHandyman.com)  
Or for additional home services, visit our trusted family of brands at:[GetNeighborly.com](http://GetNeighborly.com)

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Thank you for allowing Mr. Handyman of Wheaton-Hinsdale the opportunity to earn your business. Your estimate is attached.

Mr. Handyman works on a project basis, the actual final price could be more or less than the price estimated depending on the unique characteristics of your project(s). Estimates are not a contract or guaranteed price. This estimate is based on the information gathered and is subject to changes.

Estimate of work is based on what can be reasonably viewed from consultation. Unforeseen issues may arise during the completion of work. If an issue should arise Mr. Handyman will inform the customer of the issue and possible solutions. Mr. Handyman is not responsible for any underlying structural/ mechanical issues that may be uncovered as we work through the project. Any additional work or change orders will be discussed with the homeowner and reviewed for approval of cost.

Mr. Handyman is homeowner friendly, allowing our customers to purchase their own supplies and materials. Upon customers request, Mr. Handyman will install homeowner supplied materials consistent with the manufacturer's guidelines. Materials, products, and/or supplies provided by the homeowner are not warranted by Mr. Handyman. If the homeowner asks the Service Professional to proceed with installation against their professional judgement, the installation is not warranted by Mr. Handyman. Unless otherwise specified, the cost of additional materials, permits or fees, are the responsibility of the customer. Changes or repairs due to faulty or incorrect materials purchased by the customer will result in additional charges.

All payments are due at the end of each day unless other arrangements have been made prior to starting the job. If all payments are not made upon completion of the job and payment is not tendered within 30 days, interest will accrue at the rate of 9% per month from the date work was completed. If legal action needs to be pursued for the process of collection, the customer agrees to pay all costs and expense of collection, including reasonable attorney fees.

Water Leak Disclaimer - While our work may resolve pre-existing water damage through a window, in some cases leaks may still occur. We take great care to caulk and seal window frames to prevent water infiltration through or around the window unit. However, water leaks develop due to some other cause, like expansion/contraction or storm damage. We shall not be responsible for new or reoccurring water leaks at your premises.

Mr. Handyman will not be liable for any unknown, unforeseen, or pre-existing problems with the existing plumbing or electrical systems. Any of these said issues that may arise, or are discovered, during our work (that are not described as being part of or specifically mentioned in the job scope above) which need to be addressed to proceed, will be discussed, and agreed upon before any repairs, replacement, or re-configurations of the system is completed. The customer will be notified of any such situations before any access openings are cut.

When water supply to an older home has been shut down for a period, it can cause the water supply lines to release rust and scale debris into the water supply system when the system is re-pressurized. The potential severity of this is not something that can be expected or anticipated. If fixtures become internally clogged with debris or will not properly shut off when the water supply system is re-pressurized, Mr. Handyman will not accept liability for these repairs. During the water testing, if there are any leaks or other problems with plumbing fixtures discovered, those issues will be brought to the attention of our site contact and will result in additional charges to repair or replace.

We take great pride in your project and do our best to keep the job site clean. Some of the job types may produce more dust than others. We apologize in advance for any inconvenience this may cause.

We look forward to working with you.

Best regards,  
Mr Handyman of Wheaton - Hinsdale



# 1 LUCAS 3.1 W EXT WARRANTY - SAVVIK MEMBER GROUP BUY (LIFEPAK)

Quote Number: 10706178

Remit to: **Stryker Medical**

P.O. Box 93308  
Chicago, IL 60673-3308

Version: 1

Prepared For: WARRENVILLE FIRE PROT DISTRICT  
Attn: CAPTAIN JOE LEVY  
levyj@warrenvillefire.com  
(630) 393-1381

Rep: John Fischer  
Email: john.fischer@stryker.com  
Phone Number:  
Mobile: (847) 989-4536

Quote Date: 05/22/2023

Expiration Date: 08/20/2023

### Delivery Address

Name: WARRENVILLE FIRE PROT DISTRICT  
Account #: 1176523  
Address: 3S472 BATAVIA RD  
WARRENVILLE  
Illinois 60555-3301

### End User - Shipping - Billing

Name: WARRENVILLE FIRE PROT DISTRICT  
Account #: 1176523  
Address: 3S472 BATAVIA RD  
WARRENVILLE  
Illinois 60555-3301

### Bill To Account

Name: WARRENVILLE FIRE PROT DISTRICT  
Account #: 1176523  
Address: 3S472 BATAVIA RD  
WARRENVILLE  
Illinois 60555-3301

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$15,431.57	\$15,431.57
2.0	11576-000071	LUCAS External Power Supply	1	\$388.68	\$388.68
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$730.75	\$730.75
4.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	1	\$148.80	\$148.80
Equipment Total:					\$16,699.80

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZAP-LUC3	TRADE-IN-ZOLL AUTOPULSE TOWARDS PURCHASE OF LUCAS 3.1	1	-\$2,000.00	-\$2,000.00

### ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
5.1	78000703	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	1	\$5,844.60	\$5,844.60



**1 LUCAS 3.1 W EXT WARRANTY - SAVVIK  
MEMBER GROUP BUY (LIFEPAK)**

Quote Number: 10706178

Version: 1

Prepared For: WARRENVILLE FIRE PROT DISTRICT  
Attn: CAPTAIN JOE LEVY  
levyj@warrenvillefire.com  
(630) 393-1381

Quote Date: 05/22/2023

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Remit to: **Stryker Medical**  
P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: John Fischer  
Email: john.fischer@stryker.com  
Phone Number:  
Mobile: (847) 989-4536

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ProCare Total: \$5,844.60

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**Price Totals:**

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Estimated Sales Tax (0.000%): \$0.00  
Freight/Shipping: \$243.62  
Grand Total: \$20,788.02

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**Comments:**

LEAD TIME APPROX 6-8 WEEKS FROM DATE OF ORDER. 4 YR EXTENDED WARRANTY/PM COVERAGE INCLUDED. TRADE-IN CREDIT APPLIED.



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-49471 Version: 2

Warrenville Fire Protection District  
 3S472 Batavia Road  
 Warrenville, IL 60555

ZOLL Customer No: 101730

Joseph Levy  
 630-853-1889  
 levyj@warrenvillefire.com

Quote No: Q-49471  
 Version: 2

Issued Date: June 8, 2023  
 Expiration Date: June 30, 2023

Terms: NET 30 DAYS

FOB: Destination  
 Freight: Free Freight

Prepared by: Caroline Guibord  
 EMS Territory Manager  
 cguibord@zoll.com  
 (773) 425-0710

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	601-2231111-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	1	\$52,644.00	\$37,841.36	\$37,841.36
2	949804	8900-0400	<p><b>CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case</b></p>	1	\$716.00	\$482.16	\$482.16

**ZOLL Medical Corporation**269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626Warrenville Fire Protection District  
Quote No: Q-49471 Version: 2Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	949804	8300-000676	OneStep Cable, X Series	1	\$544.00	\$348.07	\$348.07
4	949804	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	1	\$471.00	\$279.56	\$279.56
5	949804	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	1	\$112.00	\$75.34	\$75.34
6	949804	8000-001128	Accuvent Flow Tube (Box of 10)	1	\$762.00	\$580.56	\$580.56
7	949804	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$186.00	\$133.87	\$133.87
8	949804	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	1	\$299.00	\$200.90	\$200.90
9	949804	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$1,029.00	\$676.00	\$676.00
10	949804	8000-0339	rainbow® SpO2/SpCO/SpMet Single use Sensors: Patients 10-50 kg (10 per case)	1	\$969.00	\$596.25	\$596.25
11	949804	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	2	\$957.00	\$421.00	\$842.00
12	949804	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	1	\$1,209.00	\$704.50	\$704.50
13	949804	8000-000875-01	Paper, Thermal, BPA Free (Box of 6)	1	\$30.00	\$19.66	\$19.66
14	949804	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	1	\$634.00	\$0.00	\$0.00
15		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted  Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	1	\$2,430.00	\$2,430.00	\$2,430.00



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Warrenville Fire Protection District  
 Quote No: Q-49471 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
16		8778-89044-WF	<p><b>X Series - Worry-Free Service Plan - 4 Years On-Site At Time of Sale</b></p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)</p>	1	\$8,315.00	\$7,483.50	\$7,483.50
17		6008-9901-61	<p><b>ZOLL X Series Trade In Allowance (EMS Group)</b></p> <p>See Trade Unit Considerations.</p>	1		(\$3,000.00)	(\$3,000.00)

Subtotal: \$49,693.73

Total: \$49,693.73

Contract Reference	Description
949804	Reflects GPO NPP 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through June 30, 2023 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.





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Warrenville Fire Protection District  
Quote No: Q-49471 Version: 2

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).

**Order Information (to be completed by the customer)**

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Warrenville Fire Protection District**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## ZOLL Medical Corporation

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: [esales@zoll.com](mailto:esales@zoll.com)

Warrenville Fire Protection District  
Quote No: Q-49471 Version: 2

### ALS/BLS Software Solutions Master Application Service Provider Agreement

1. **Orders.** ZOLL Medical Corporation (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in [Section 3](#). Implementation Services are further defined in [Section 4](#). Support Services are further defined in [Section 5](#). The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. **Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

3. **ASP Services.** “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. **Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. **Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

3.3. **Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

#### 3.4. Service Level Agreement.

3.4.1. **Downtime.** “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. **Planned Downtime.** “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.



Warrenville Fire Protection District  
Quote No: Q-49471 Version: 2

**3.4.3. Excused Downtime.** "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

**3.4.4. Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime})}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where "x" is Unplanned Downtime.}$$

**3.4.5. Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

**3.4.6. Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

**3.4.7. Customer Content; Security; Backup.**

**3.4.7.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); provided, however, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**3.4.7.2. Security.** Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**3.4.7.3. Backup of Customer Content (Not Applicable to Remote View).** Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

**3.4.7.4. Availability of Customer Content (Not Applicable to Remote View).** It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

**3.4.8. Remedies.** A "Service Credit" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; provided, that Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

**3.4.9. Modifications.** Changes to this Section 3.4 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

**4. Implementation Services.** ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "Implementation Services"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and



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Quote No: Q-49471 Version: 2

the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

**5. Support Services.** ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

### **5.1. Support.**

**5.1.1. Emergency Support.** ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "Supported ASP Services" means the ASP Services for which Customer has paid the then-current Fees. "Supported Environment" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "Error" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

**5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("Business Hours") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

**5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("Resolution").

**5.1.4. Expenses.** Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

**5.1.5. Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

**5.2. Conditions and Limitations.** Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

### **6. Warranties.**

**6.1. Implementation Services and Support Services.** Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

**6.2. ASP Services and Access Software.** Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

**6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

**7. Confidentiality.** Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential



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("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

#### **8. Indemnification.**

**8.1. By ZOLL.** ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this [Section 8.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This [Section 8](#) states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

**8.2. By Customer.** Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

**9. Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

**10. Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

#### **11. Term and Termination.**



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**11.1. Term.** The term of this Agreement (“Term”) begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL’s then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. “Implementation Date” for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

**11.2. Termination.** Either party may terminate this Agreement or any Order without cause on thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

**11.3. Effects of Termination.** Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the “Expired or Terminated Document”) before such termination or expiration will become immediately due and payable; (b) Customer’s right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer’s computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer’s possession and (iii) return or destroy all copies of the Documentation in Customer’s possession or control; (d) each party shall promptly discontinue all use of the other party’s Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party’s option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL’s request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer’s compliance with its post-termination obligations set forth in this [Section 11.3](#).

## 12. General Provisions.

**12.1. Compliance with Laws.** Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

**12.2. Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer’s records relating to Customer’s use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer’s underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL’s standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

**12.3. Assignments.** Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

**12.4. U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

**12.5. Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**12.6. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**12.7. Remedies.** Except as otherwise expressly provided in this Agreement, the parties’ rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

**12.8. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force



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and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**12.10. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**12.11. Third Parties.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider (“Third Party Provider”) to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services (“Third Party Products or Services”), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

**12.12. Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party’s reasonable control and without such party’s fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL’s performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a “Force Majeure Event”).

**12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**13. HIPAA.** This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer (“PHI”) in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as “HIPAA”). “Covered Entity” as used herein means Customer. “Business Associate” as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA

**13.1. Applicability.** This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

**13.2. Compliance and Agents.** Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

**13.3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

**13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

**13.5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

**13.6. Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “unsecured protected health information,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

**13.7. Individual Access.** In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Warrenville Fire Protection District  
Quote No: Q-49471 Version: 2

**13.8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

**13.9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

**13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

**13.11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

**13.12. HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

**13.13. Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

**13.14. Return of PHI.** Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

**13.16. Survival.** All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

**13.17. Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

**13.18. Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date: \_\_\_\_\_





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# WARRENVILLE FIRE PROTECTION DISTRICT

3S472 Batavia Road \* Warrenville, IL 60555 \* (630) 393-1381 \* FAX (630) 393-4608

## BOARD OF TRUSTEES:

Kathleen Perkins  
President

Denise Pertell  
Trustee – Treasurer

Jeffrey Carstens  
Trustee – Secretary

Joseph Rogers  
Trustee

Alasdair Thompson  
Trustee

Andrew Dina  
Fire Chief

## Fire Chief's Report to the Trustees Warrenville Fire Protection District May, 2023

The month of May, 2023 was a very busy month. The Warrenville Fire Protection District responded to 163 calls for service; of those calls, 108 were EMS related and 55 were fire and rescue calls. This is an increase of 55 calls from the previous month.

### Specialty Team Call Outs/Significant Incidents

1. May 3 – Assist Naperville Fire with a Hazardous Materials incident. Assistant 11 responded as part of the IMAT response and served as Haz-Mat Command.
2. May 10 – Assist Naperville Fire with a fire investigation. Assistant 11 responded as part of the DuPage County Fire Investigation Task Force.
3. May 20 – Assist Winfield Fire with the Structure Fire. Engine 11 and Engine 12 responded.
4. May 23 – Vehicle Fire. Warrenville companies responded to the 4200 block of Winfield Road where four vehicles were burning in the parking lot.
5. May 24 - Assist Elmhurst Fire with a fire investigation. Inspector McBride responded as part of the DuPage County Fire Investigation Task Force.
6. May 26 - Assist Bloomingdale Fire with a fire investigation. Assistant 11 and Inspector McBride responded as part of the DuPage County Fire Investigation Task Force.
7. May 29 – Structure Fire 2S400 block of Cherise. Warrenville companies along with a General and Special alarm assignment responded for the house fire. In all, eight homes sustained damage. Fire still under investigation.
8. May 31 – Grass Fire 4200 block of Cantera Drive. Warrenville companies extinguished a 100 x 100 foot area that had been burning due to a lightning strike in the area.

### Other Items of Interest

1. Crews attended Bower Elementary School's Bike to School day.
2. Continued collective bargaining agreement meetings for the upcoming contract renewal period.
3. Warrenville Dive Team members attended swift water rescue training at Marge Kline Whitewater Park in Yorkville IL with MABAS Division 16 Dive Team.
4. The Firefighters Auxiliary hosted their annual fund raiser at Markito's restaurant.

5. Crews assisted the Warrenville Police with their Cop on the Rooftop fundraiser at both Warrenville Dunkin locations.
6. Several members attended Pyrotechnics-Fireworks training through the State Fire Marshal's office.
7. Crews attended the Bike Rodeo in Downtown Warrenville.
8. A Warrenville ambulance provided standby at Naperville's Fire Academy on several occasions throughout the month. This was in exchange for hosting two of our candidates in the academy class.
9. Two shifts attended Rescue Task Force training in Lisle Woodridge.
10. Crews attended the Warrenville VFW Veteran's Memorial on Memorial Day.
11. We completed our trial period of the LifePak cardiac monitors this month.



# WARRENVILLE FIRE PROTECTION DISTRICT

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Andrew Dina  
Fire Chief

## Logistics Officer's Report to the Trustees - May 2023

### Station Maintenance:

- Pending Projects
  - Mr. Handyman quote for seven repair/maintenance projects totaling \$5,774.03 - awaiting board approval. This includes adjusting board room bi-fold doors, modifying wood door for classroom, adjusting double steel door to hose tower, installation of vented soffit panel in hose tower, installation of dryer vent, repair of aluminum trim on front bay window, repair of kitchen casement windows.
  - GFCI shore lines – awaiting chief officer purchase approval
- On Going Projects:
  - Gear Grid Locker doors ordered for Fire Investigation, Hazardous Materials, Water Rescue, Tactical EMS, & Technical Rescue. This will retrofit existing bay floor lookers.
  - Bay floor exit sign removal from non-exit doors – to be completed at same time as GFCI installation on shore lines.
  - Finish installation of work shop cabinets – awaiting Mr. Handyman dryer vent installation
- Completed Projects:
  - Assistant Chief Office electrical placed on generator circuit

### Personal Protective Equipment & Other Assigned Gear:

- Disposed
  - Turnout pants (1) - cost of repair exceeded value
  - Turnout gear sets (3) - beyond usable life
- Pending Repairs
  - Turnout pants (2) - academy knee damage
- Repaired
  - None
- Ordered
  - Leather Firefighter Boots (1)
- Other
  - Small Hand light (1) – lost on incident
  - Turnout Gear Bag Tags Ordered

Please note, logistics does not handle or track SCBA equipment.

### Surplus:

Surplus requests will start with next month's report.

### Other:

Energy Efficiency and Conservation Block Grant (EECBG) program pre-award information sheet submitted to the federal Department of Energy (DOE). The district is in very first step of determining eligibility to apply for this grant. The district is still looking into possible grant submissions if it is eligible.



# WARRENVILLE

## TRAINING DIVISION REPORT

*"TRAIN LIKE YOUR LIFE DEPENDS ON IT, BECAUSE IT DOES!"*

SUBMITTED BY: BILL ZABLER

---



### May 2023

The month of May was a transition for the Captains to move collateral duty assignments. After spending 3 years in EMS, moving to Training was a smooth transition. There was a lot of overlapping of EMS and Training working together. Good portion of my time as been spending meeting with surrounding training officers to make our program more robust. Warrenville was assigned by the MABAS Division to host a Rural Water/Drafting Drill in June and time has been spending getting resources to make the drill successful. The training topics for the Paid-on-Call firefighters included hose advancement, Roof ventilation, Foam, and Saving our Own/Rapid Intervention.

### Notable Events:

- Capt. Zabler, Andrew Kloska, and Nick Cochran completed the RIT Under Fire Course at IFSI in Champaign.
- Mia Ingram completed the Tower Ladder Driver program.
- 3 Paid-on-Call Firefighters have completed College of DuPage Fire Academy; Orientation for response in the works.
- Red and Gold Shift worked with Lisle-Woodridge FPD on Active Shooter Training at Benedictine University, more opportunities coming in July; hoping to get Paid-On Call participation.







# WARRENVILLE FIRE PROTECTION DISTRICT

3S472 Batavia Road \* Warrenville, IL 60555 \* (630) 393-1381 \* FAX (630) 393-4608

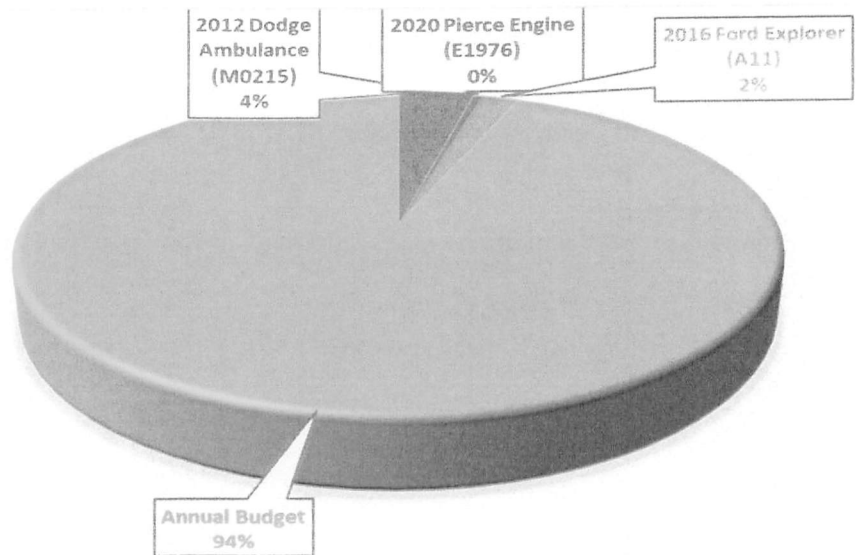
**BOARD OF TRUSTEES:**

- Kathleen Perkins**  
President
- Denise Pertell**  
Trustee – Treasurer
- Jeffrey Carstens**  
Trustee – Secretary
- Randy Price**  
Trustee
- Joseph Rogers**  
Trustee
- Andrew Dina**  
Fire Chief

## May Maintenance Report

- 2012 Dodge Ambulance (M0215) – Replace Water Pump/Belt, Oil Change
- 2020 Pierce Engine (E1976) – Cigarette Lighter Socket, Auto-Eject Cover, Air Compressor Switch, Drain Panel Valve and Kussmal Valve
- 2016 Ford Explorer (A11) – Replace Front & Rear Brakes

<b>2012 Dodge Ambulance (M0215)</b>	<b>\$ 2,188.19</b>
<b>2020 Pierce Engine (E1976)</b>	<b>\$ 219.68</b>
<b>2016 Ford Explorer (A11)</b>	<b>\$ 1,143.47</b>
<b>Current Month Total</b>	<b>\$ 3,551.34</b>



### On-Going & In-Progress

- 2009 E-One (E5026) – Replace Air Tank, Repair Deck Gun Valve (Leaking), Repair Air Horn Foot Pedal, Repair Passenger Side Intake Valve
- 2016 Explorer (A11) – Repair Opticom, Hardwire Visor & Secondary Emergency Lights, Install Rear Cargo Partition
- 2020 Pierce (E1976) – Replace Pump Shift Pressure Switches & Pump Shift Wiring
- 2021 Ford Escape (I11) – Oil Change





## Fire Prevention Bureau Report

May  
2023

The Fire Prevention Bureau accomplished the following activities during the last month...

### PUB EDUCATION EVENTS

	Station Tours
	Block Party / Birthday drive by
	National Night Out
1	Community Event (Bike to school)
1	Breakfast/pizza with the firefighters and ride to school

### COMMUNITY RISK REDUCTION

1	Senior smoke detector installed (5 batteries installed)
	Senior KNOX BOX installed
1	Senior Event (SALT)
2	School Talks/Programs
	Preschool Talks
1	WYFS Quest Hot Shots
	CPR

### FIRE BUREAU

2	Plan Reviews
	Annual Inspections
	Re-inspections
	School Inspections
	Hydrant Flow test / Water main flush test
12	Sprinkler hydrostatic test & above ceiling inspections
2	Fire Alarm Test (new, existing and repaired)
	Temporary Occupancy permit issued
2	Final Occupancy permit issued
2	KNOX BOX installed/ <b>keys acquired or replaced</b>
	Fire Drills

	FOIA (Freedom of Information) requests
	Fire works
5	Refer to Bureau
27	TCE Reports Reviewed
3	New Businesses Inspected

The Bureau also billed out...

\$	0.00	Fines billed
\$	0.00	Fines waived
\$	0.00	Fines paid

Respectfully,

***Carl Voda***

Carl Voda  
Fire Marshal

06/21/2023 Trustee Meeting

<b>Position</b>	<b>Current hourly rate 04/30/2023</b>	<b>Proposed hourly rate 05/01/2023</b>	<b>% Increase</b>
Administrative Assistant	\$ 23.00	\$ 24.38	6.00%
Assistant Fire Chief ( <i>salary</i> )	\$ 130,000.00	\$ 137,800.00	6.00%
Assistant Fire Marshal	\$ 31.40	\$ 31.40	0.00%
Finance Analyst	\$ 26.00	\$ 27.56	6.00%
Fire Chief ( <i>salary</i> )	\$ 140,000.00	\$ 148,400.00	6.00%
Fire Investigator/Background Checker	\$ 16.00	\$ 20.00	25.00%
Fire Marshal ( <i>salary</i> )	\$ 75,000.00	\$ 79,500.00	6.00%
GIS Coordinator	\$ 22.52	\$ 23.86	5.95%
Mechanic	\$ 37.68	\$ 39.94	6.00%
Part-time/POC shift pay FF/Paramedic	\$ 22.50	\$ 24.00	6.67%
Part-time/POC shift pay FF/EMT	\$ 18.00	\$ 19.00	5.56%
POC extended call pay	\$ 13.22	\$ 19.00	43.72%
POC per call pay	\$ 15.00	\$ 19.00	26.67%
POC per training pay	\$ 30.00	\$ 38.00	26.67%
Stipend <i>monthly</i> pay for Part-time Assistant Chief	\$ 1,291.67	\$ 1,370.00	6.06%
Stipend <i>monthly</i> pay for Part-time Captain	\$ 175.00	\$ 250.00	42.86%
Stipend <i>monthly</i> pay for Part-time Lieutenant	\$ 175.00	\$ 200.00	14.29%

**Warrenville Fire Protection District  
Fire Commission Annual Report  
June, 2023**

This is the fifth annual report for the Warrenville Fire Commission. The commission is currently comprised of Tim Gornik, Nelda Byers and Ryan McIntyre.

June, 2022

Interview took place for FF candidate:

- Andrew Kloska

Conditional offer was extended.

July, 2022

Commissioner Ryan McIntyre was sworn in by Trustee Perkins for another term. Commissioners reviewed probationary reports for FF Reavy and FF Volpe.

September, 2022

All recently hired FF doing well per Chief and received word that we no longer have to use external background investigators after Teresa McBride's return.

November, 2022

Probationary FF Reavy and Volpe were approved to come off of probationary status and FF Yager completed his probationary period and part-time FF Jackson had just returned from active deployment at southern border.

January, 2023

Started to look at new round of testing for candidates. Commissioners reviewed and signed letters for eligibility list candidates. Interviewed and reviewed background reports for:

- Jamilla Jackson
- Nick Cochran
- Justin Vasko – declined offer
- Kevin Shahan

Offered conditional offers of employment to N. Cochran, J. Vasko and K. Sheahan. We also saw the swearing in of the following FF on January 18:

- Jimmy Yager
- Zach Archibold
- Austin Wiedmyer

February, 2023

From previous offers extended:

- Justin Vasko – declined offer

Interviewed and reviewed background reports for:

- David Koelper

Offered conditional offers of employment to D. Koelper.

March, 2023

Began looking at getting testing started up again as list was reaching its end.

April, 2023

Initiated new testing cycle with iOS solutions.

FF Archibold gave notice and departed WFPD.

May, 2023

Approved eligibility list preference points and voted to keep Commissioner positions the same for 2023-2024:

- Commissioner McIntyre – Chair
- Commissioner Gornik – Secretary
- Commissioner Byers – Commissioner

Testing will take place on July 15, 2023 – as of 6/13/2023 we have 19 applicants.

Meeting Schedule for upcoming year (all times 5:30pm CT)

- Tuesday, July 11
- Tuesday, September 12
- Tuesday, November 14
- Tuesday, January 9
- Tuesday, March 12
- Tuesday, May 14

In Review

This year we:

- Interviewed 6 candidates
- Extended offers to 5 candidates and had 4 accept those offers
  - Of those 4 candidates, all are still with us
- We had 1 resignation - FF Archibold – from the previous year's hiring

We anticipate that our testing this year may produce a smaller list than last year and require another round of testing in the coming year which we do have budget for. We continue to hire without the Associates Degree requirement, which is helping draw in more candidates.

While we have Teresa McBride back as our background investigation expert, we continue to want to make sure we have a budget for Plan B scenarios like we had to deal with last year (which could run as high as \$650/background check) – even if this is a reserve that is built up over several years.

We thank the Trustees for their support, the review of this report and as always, let us know if you have comments or questions.

Respectfully submitted,



For the Board of Fire Commissioners  
Ryan J McIntyre  
Chairman

**AGREEMENT**

Between the

**Warrenville Fire Protection District**

AND

**Warrenville Professional Firefighters Association Local 5036, IAFF**

**May 1<sup>st</sup>, 2023 – April 30<sup>th</sup>, 2026**

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## **AGREEMENT**

### **PREAMBLE**

This Collective Bargaining Agreement is entered into by and between the **Warrenville Fire Protection District, DuPage County, Illinois** (hereinafter referred to as — “Employer” and/or — “District”), and the **Warrenville Professional Firefighters Association Local 5036, IAFF** (hereinafter referred to as the — “Union” and/or — “Local”).

This Agreement has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the District; the establishment of a peaceful procedure for the resolution of grievances; and the establishment and administration of an entire agreement covering wages, rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements continued in this Agreement, the Employer and the Union do mutually promise and agree as follows:

### **ARTICLE I RECOGNITION AND REPRESENTATION**

#### **Section 1.1. Recognition.**

The District recognizes the Union as the sole and exclusive bargaining agent for all full-time (hereinafter referred to as — “career”) sworn personnel of the District in the following title or rank: Captain and all ranks subordinate to the rank of Captain.

Excluded from this representative unit are the persons employed by the district in the following ranks: Fire Chief, Assistant Chief, Fire Marshall, Chief Paramedic, civilian personnel, paid-on-call personnel, part-time personnel, and contract employees.

#### **Section 1.2. Intentionally Left Blank.**

#### **Section 1.3. Outside Employment.**

Employees shall notify the fire Chief of any outside employment, upon his request. Outside employment shall be defined as employment by an employer, contracting for or accepting anything of value in return for services and/or self-employed for remuneration.

Employees are allowed to work outside employment on their days off, however such employment shall not:

1. Require the wearing of his/her uniform, without prior authorization.
2. Which is of such nature that the employee represents themselves to the public as an official act of the Warrenville Fire Protection District.
3. Which involves the use of District Facilities, equipment, and supplies, except where prior authorization is obtained.
4. The above 1-3 does not apply to the district approved CPR program.

#### **Section 1.4. Career Employees.**

Career employees are full time employees, who are bargaining unit members. Career lieutenants are full time employees who are bargaining unit members, who have been promoted to the rank of lieutenant. Career Captains are full time employees who are bargaining unit members, who have been promoted from career lieutenants to career Captains. Career officers are both career lieutenants, and career captains.

#### **Section 1.5. Duty Crew**

- A. The duty crew consists of personnel who meet any of the following:
  - On duty, including any of the following:
    - Normal shift schedule / or signups
    - Extra staffing hired back due to weather, or to expected high call volume
    - Personnel on overtime / mandatory overtime
  - This includes any sworn members, career, contract, part-time, or paid-on-call being paid their hourly wage.
  - This includes all line personnel.
- B. Duty crew exclusions:
  - 7(g) assignment
  - Paid-on-call Captain, or Chief assigned to a command vehicle provided:
    - Respond from home, or in District
    - This Paid-On-Call officer will not stay at the station(s)
  - Part-Time, and Paid-On-Call personnel being paid only their per call rate (does not include personnel being paid hourly and/or salary)
  - Personnel hired back exclusively for public education, or fire prevention events
  - The duty crew will also exclude special event manning provided:
    - The duty crew is first brought up to minimum manning, prior to adding special event staffing
    - Personnel will be offered overtime to bring the duty crew to full staffing.
    - Special Events are to still be offered out as voluntary overtime to career personnel.

- Both parties must agree that increased staffing is for a special event.
  - Apparatus is staffed for special event only, and is not in service.
- The duty crew also excludes administrative personnel.

## **ARTICLE II UNION SECURITY AND RIGHTS**

### **Section 2.1. Dues Deduction & PAC Check-Off.**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Employer on Aladtec (or the District's current scheduling program), the Employer shall deduct from the wages of the employee the dues, PAC, and initiation fees required as a condition of membership in the Union and shall forward such amount to the Union within seven (7) calendar days after close of the pay period for which deductions are made. The amount deducted shall be set by the Union and certified to the Employer by the Union. Any change in dues deduction must be submitted to the Fire Chief in writing at least thirty (30) days in advance of the payroll date in which it is to be effective. Employees have the right to revoke their dues deduction authorization at any time (in accordance with section 2.2) by submitting to the Fire Chief & the Union President a written revocation which shall be effective on the payroll date after the receipt of the revocation, if possible, and if not, on the following payroll date. Deductions shall cease upon transfer or termination from covered employment, when there are insufficient funds available in the employee's earnings after withholding all of the legal and required deductions.

### **Section 2.2. Career Non-Union.**

(A) All employees who have not made application for membership shall, on or after the thirtieth (30<sup>th</sup>) day following their respective dates of hire, will be considered non-union, and under the Janus ruling, no dues will be collected. Non-union career employees are still represented by, and held to the contents of this agreement.

### **Section 2.3. Intentionally Left Blank.**

### **Section 2.4. Intentionally Left Blank.**

### **Section 2.5. Indemnification.**

The Union shall indemnify and hold harmless the District against any and all claims, suits or judgments brought or issued against the District as a result of any action taken pursuant to the check-off provision contained in this Agreement. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article of this Agreement, the Union agrees to defend such action, at its own expense and through its own counsel. Both parties agree to give

immediate notice of any action in writing to the other party and agree to give full and complete cooperation in securing and giving evidence, obtaining witnesses and making relevant information available to both and all appellate levels. In the event both parties reasonably determine that a conflict of interest exists, the District shall have the right to select its own counsel which will be paid for by the Union.

#### **Section 2.6. Non-Discrimination.**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The UNION shall share equally with the employer, the responsibility for applying this provision of the Agreement. Grievances on this issue may be taken only to the final step before arbitration, but such action will not prejudice the individual's right to pursue allegations under Title VII and/or other applicable laws.

#### **Section 2.7. Gender.**

All references to employees in this agreement designate persons of all genders.

#### **Section 2.8. Duty of Fair Representation.**

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

#### **Section 2.9. Union Use of District Property.**

The District will make available to the Union space for a bulletin board at each station for the posting of official Union notices. The items posted shall not be political, partisan, religious, derogatory or defamatory in nature. The UNION shall not post inappropriate documents. In the event that the DISTRICT feels something has been posted that is inappropriate, the DISTRICT will ask the UNION president to remove the document, and the UNION president will not unreasonably deny this request. No other Union notices or materials shall be posted on any other District property or equipment. The District is to provide the board, minimum of 2' x 3'.

The DISTRICT will provide a space for a UNION file cabinet. The district will allow the use of the board room for regularly scheduled union meetings. The Union will establish and maintain a separate mailing address. All other Union business shall not utilize the District's equipment and supplies, unless otherwise authorized by the district.

The Local, when practicable will utilize District email to contact District representatives in reference to Union, or labor management issues.

## **ARTICLE III MANAGEMENT RIGHTS**

### **Section 3.1. Management Rights.**

Except as limited by the terms and provisions of this Agreement, and the authority granted by the applicable Illinois Statutes, the District retains all traditional rights to manage and direct the affairs of the District as authorized and to manage and direct its employees, and to make and implement decisions with respect to the operation and management of its operations, consistent with all rights and authority possessed by the District 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 District; to determine the District's missions, objectives, policies, and budget and to determine and set all standards of service offered to the public; to levy taxes; to supervise and direct employees and their activities as related to the conduct of District affairs; to hire all employees and to establish the qualifications and standards for employment for all categories of District employees; to schedule and assign work; to promote as authorized by 50 ILCS §742, evaluate and transfer employees within the District; to establish work, productivity, training, and fitness standards and, from time to time, to change those standards; to assign overtime; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased; to determine the rank structure and numbers of employees and types of employees in each rank; manning requirements per shift, station and apparatus; to make, alter and enforce reasonable rules, regulations, orders and policies, to discipline, suspend, and discharge employees for just cause (probationary employees without cause); to change, relocate, modify or eliminate existing methods, equipment, technology or facilities; to collaborate, or share services with neighboring fire departments; to maintain and improve efficiency of governmental operations and inter-governmental relations; to take all necessary actions to carry out its mission during emergencies; and to determine whether services are to be provided by employees covered by this Agreement.

It is specifically provided, however, that the exercise of any of the above rights shall not conflict in any way with any of the terms of this Agreement, or the duties established by the Illinois Public Labor Relations Act ("IPLRA", 5 ILCS 315/1 et seq.).

### **Section 3.2. Union Activity.**

The District and Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by law or this agreement, or on account of membership or non-membership in the Union.

### **Section 3.3. Labor-Management Team.**



The UNION's board will consist of the local's president, vice president, and secretary/treasurer, elected by the UNION members.

There shall be established a joint Labor-Management committee, such committee to be composed of the UNION board, and up to three representatives of the DISTRICT. The DISTRICT's representatives are chosen by the DISTRICT. Either party may request a resource person to attend a specific meeting provided they notify the other party the reason for the resource person five (5) days in advance. The committee shall meet as such times as may be mutually agreed upon by the UNION and the DISTRICT, for the purpose of discussing and attempting to resolve any problems of common interest to the parties, and thereby building and maintaining a climate of mutual understanding and respect. Whenever the UNION or the DISTRICT desires such a meeting, they shall submit a written request for a meeting to the other party along with an agenda setting for the proposed subject matters to be discussed. The other party may add items to the proposed agenda and if so shall inform the other party in advance of the meeting of its requested agenda items.

The Union and the DISTRICT mutually agree that in the interest of harmonious management and employee relations, it is desirable that quarterly meetings be held between union board representatives and representatives of the Employer. If the parties mutually agree that a quarterly meeting is not necessary, the meeting will not be held. In addition, the parties mutually agree that additional meetings may be held if necessary. Such meetings may be requested by either party at least five (5) days in advance, and must be accompanied by a written agenda.

### **Section 3.4. New Hire Orientation.**

The UNION may provide a two (2) hour new hire orientation to all new full-time employees hired by the DISTRICT for the purpose of orienting them to their rights under this Agreement and as members of the UNION. None of the employees involved in this orientation shall be compensated for their participation in the orientation, nor may the orientation interfere with departmental operations, however, the employees may conduct this orientation during their normal scheduled work day. This orientation, if provided by the UNION, will take place as part of the new hire's orientation days.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### **Section 4.1. Definition of Grievance.**

A "Grievance" is any dispute or complaint between the parties or any employee involving an alleged violation, interpretation of, or application of the provisions of this Agreement.

## **Section 4.2. Procedure.**

The Union and Employer encourage employees to discuss all disputes through the department chain of command before initiating the grievance procedure.

For all non-disciplinary matters, the parties agree that in order to encourage informal discussion, neither party may use any statement, comment or observation made during the course of the informal discussion as evidence in any subsequent step of the grievance procedure that may follow.

A grievance will be processed in the following manner: The Employer representative at each step shall notify the Union President or, in his absence, the Union Vice-President, or upon the designation of an individual grievant, any other member of the Union's Executive Board.

- Step 1. The Union, or any career employee(s) who have a grievance, shall submit the grievance or dispute in writing to the Assistant Chief or his designee within ten (10) business days of the occurrence of the event first giving rise to the grievance. The written grievance shall be signed and shall set forth all relevant facts, provision(s) of the agreement allegedly violated, and the requested remedy. The Assistant Chief or his designee shall then attempt to adjust the matter and shall respond to the employee and the Union Representative within ten (10) business days. Any unrelated issue not raised by the grievant in step 1, may not be presented in any subsequent step.
- Step 2. If the grievance is not resolved in Step 1, the union or the employee may appeal the grievance to the Fire Chief or his designee within ten (10) business days of the after receipt of the Assistant Chief's answer in Step 1. The Fire Chief or his designee shall then attempt to adjust the matter and shall respond to the employee and the Union Representative within ten (10) business days. Any unrelated issue not raised by the grievant in step 1 or step 2, may not be presented in any subsequent step.
- Step 3. For disciplinary matters, if the grievance is not resolved in Step 2, the Union or the employee may appeal the grievance to the District's Board of Fire Commissioners, within twenty-one (21) business days after the receipt of the Fire Chief's answer in Step 2, for disciplinary matters as described. For non-disciplinary matters, if the grievance is not resolved in Step 2, the Union or the employee may appeal the grievance to the District's Board of trustees, within twenty-one (21) business days after the receipt of the Fire Chief's answer in Step 2. The District's Commissioners, or Trustees shall meet to discuss the grievance within thirty (30) business days of receipt of the notice of appeal, with the employee and the authorized Union representatives at a time mutually agreeable to the parties. The Commissioners, or Trustees shall give their written response to the Union within ten (10) business days following the meeting.

Step 4. If the grievance remains unresolved to the satisfaction of the Union within fifteen (15) business days after the reply of the Commissioners, or Trustees is due, the Union may invoke arbitration.

#### **Section 4.3. Arbitration.**

- (a) (a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators and reside in Illinois, Indiana or Wisconsin and reside within a 100-mile radius from Warrenville, Illinois, and be familiar with Illinois Labor Law. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the District and the Union shall have the right to strike three (3) names from the panel, with the party requesting arbitration striking the first name and the parties striking alternatively until one name remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and District representatives and witnesses.
- (c) The District and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The District and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing 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 only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if any, shall be divided equally between the District and the Union. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its copy of the transcript if so desired.

#### **Section 4.4. Employee Right to Self-Representation.**

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union officer(s) is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

#### **Section 4.5. 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 set forth in Step 1. The arbitrator 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, in any way, applicable State or Federal laws, or of rules and regulations of State or Federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding on the District, the Union and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the time limits set forth in Step 1 of the grievance procedure.

#### **Section 4.6. Time Limit for Filing.**

No grievance need be processed if it is not submitted within the time limits set forth in each step. If an employee fails to submit or move the grievance to the next step, it shall be considered waived on the basis of the findings of the previous step. If the District fails to respond at any step, the grievance may move forward to the next step. The time limits may be extended if mutually agreed by the parties involved. The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays, and Holidays.

#### **Section 4.7. Investigation and Discussion.**

Grievances may be investigated during working hours by a Union Representative or grievance committee member, provided such activities do not interfere with the normal operations of the Fire District. Grievances may be processed during meal periods and/or other "down time".

Any Union representative, whose participation, in grievance meetings held pursuant to the provisions of this Article, is necessary, shall be released from work

without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner that does not interfere with District operations.

## **ARTICLE V DISCIPLINE, DISCHARGE AND INVESTIGATION**

### **Section 5.1. Discipline In General.**

Disciplinary actions instituted by the District against non-probationary employees shall be for just cause and for reasons based upon the employee's failure to fulfill his or her responsibilities as an employee. Probationary employees may be disciplined and discharged with or without cause and without recourse to either the Board of Fire Trustees, serving as a board of fire commissioners or the grievance arbitration process. The District agrees with the tenets of progressive and corrective discipline, whereby discipline shall be designed to improve behavior and not merely to punish. Where the District believes just cause exists to institute disciplinary action it shall assess from among the following penalties:

Verbal reprimand  
Written reprimand  
Suspension  
Discharge

The Fire Chief shall conduct disciplinary investigations when he receives meritorious complaints or has reason to believe an employee has failed to fulfill his or her responsibilities as an employee. The District shall comply with the Fireman's Disciplinary Act, 50 ILCS 745, in conducting disciplinary interrogations of employees. All members covered under this collective bargaining agreement shall be afforded representation for all inquiries and interrogations.

Each disciplinary action listed above will be kept in the employee's personnel file, as described below:

- Verbal warning may be kept for one (1) year from the date of issuance.
- Written warning may be kept for up to two (2) years from the date of issuance.
- Suspensions up to five days may be kept for up to three (3) years from the date of issuance.
- Suspensions greater than five (5) days, and greater disciplinary action may be kept for up to four (4) years from the date of issuance.

Derogatory, or negative information will not be kept in an employee's personnel file outside of disciplinary action, and/or employee reviews.

- Negative, or derogatory reviews may only be kept in an employee's personnel for up to three (3) years.

- Employees must request, in writing, that disciplinary action and/or reviews be removed from their personnel file. This request will not be denied provided it is in excess of the time frames listed in this section.
- Personnel must be given access to their personnel files during business hours upon written request, provided the District is given this request with a minimum of forty-eight hour notice.

### **Section 5.2. Reprimands.**

The employee may file a written reply to any reprimand. All discipline is subject to the grievance procedure. Verbal disciplinary reprimands may be grieved through Step 2 of the grievance procedure, but shall not be subject to arbitration. If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, or the public when possible.

### **Section 5.3. Suspensions of up to Five Days.**

If the discipline is within the authority of the Fire Chief (suspension for a period of not more than five (5) consecutive calendar days) the following steps apply:

1. The Fire Chief shall serve a written notice of the charge(s) and punishment(s) upon the employee involved and immediately submit a copy to the Union.
2. Upon receipt of the notice, the employee may elect to appeal the suspension either to the District's Board of Fire Commissioners or, subject to approval of the Union, through Step 4 arbitration pursuant to the grievance procedure set forth in Section 4.2 of this Agreement. Selection by the employee of one process shall constitute a waiver of the other. The employee shall have up to fourteen (14) calendar days to appeal the suspension by invoking one of two options below:

#### **a. Board of Fire Commissioners Option**

If the employee notifies the Fire Chief of a desire to have charges heard before the Board of Fire Commissioners, the Fire Chief shall notify the Secretary of the Board of Fire Commissioners in accordance with the procedure set forth in 70 ILCS 705/16.13b and the rules of the Board of Fire Commissioners.

#### **b. Arbitration Option**

The union may seek arbitration pursuant to Step 4 of the grievance procedure as outlined in this collective bargaining agreement. If the union is willing to seek arbitration and the employee would prefer arbitration, then the union shall notify the district within fourteen (14) calendar days its intent to file to Step 4 as outlined in Article IV.

If the Union decides to file a grievance, the grievance shall be arbitrated unless an acceptable settlement is reached between the District, Union, and employee. The grievance shall be filed at Step 4 of the Grievance Procedure. The Union may submit it to arbitration in accordance with this Agreement.

If the discipline is sustained by an arbitrator's decision, neither the Union nor employee shall have any further right to contest such charges and penalty before the Board of Fire Commissioners.

If the Union decides not to file a grievance, the employee may appeal the discipline to the Board of Fire Commissioners and shall have no other option to use grievance/arbitration procedure for that discipline.

#### **Section 5.4. Suspensions Over Five Days, Demotions and Discharges.**

If the Discipline proposed is beyond the authority of the Fire Chief and within the authority of the Board of Fire Commissioners, the following steps apply:

1. The Fire Chief shall serve written notice of the charges and proposed punishment upon the employee involved and also submit a copy to the Union. The employee shall have up to fourteen (14) calendar days to appeal the suspension by invoking one of two choices detailed below.
2. Upon receipt of the notice the employee may elect to have the proposed disciplinary action heard by either the Board of Fire Commissioners of the District or, subject to approval of the Union, through Step 4 arbitration pursuant to the grievance procedure set forth in Section 4.2 of this Agreement. Selection by the employee of one process shall constitute a waiver of the other.

- a. Board of Fire Commissioners Option

If the employee notifies the Fire Chief of a desire to have charges heard before the Board of Fire Commissioners, the Fire Chief may proceed with the proposed disciplinary action and the employee may contest the charged in accordance with the procedure set forth in 70 ILCS 705/16.13b subject to the employee's right to appeal the hearing described therein. The Fire Chief shall not file any formal charges with the Board of Fire Commissioners before the employee has had an opportunity to exercise his/her election of remedies within fourteen (14) calendar days. The time period may be extended by mutual agreement of both parties.

- b. Grievance/Arbitration Option

The union may seek arbitration pursuant to step 4 of the grievance procedure as outlined in this collective bargaining agreement. If the union is willing to seek arbitration and the employee would prefer arbitration, then the union shall notify the District within fourteen (14) calendar days its intent to file to Step 4 as outline in Article 4.

If the Union decides to file a grievance, the grievance shall be arbitrated in the same manner as provided in Step 4 of Section 4.2 of this Agreement, unless an acceptable settlement is reached between the District, Union, and employee.

If the Union decides not to file a grievance, the Fire Chief may proceed with the charges in a hearing before the Board of Fire Commissioners. The District may proceed with the proposed disciplinary action in accordance with the procedure set forth in 70 ILCS705/16.13b subject to the employee's right to appeal the hearing described therein.

Pending arbitration of the grievance, the District may immediately implement the penalty and neither the Union nor the employee shall have any further rights to contest such charges and penalty before the Board of Fire Commissioners.

#### **Section 5.5. Right to Representation.**

Nothing in this Agreement is intended to waive the employee's right to have a Union representative present during any investigative meeting where the employee reasonably believes discipline could result or at any point during the disciplinary process. Union and outside representative shall have access to the employee during working hours while not interfering with the performance of duties.

In the event representation will interfere with the performance of duties, then the meeting shall be rescheduled when representation can be present.

#### **Section 5.6. Preservation of Rights and Authority of District Boards.**

The Employer and Union recognize and acknowledge that the District's Board of Fire Commissioners, & Trustees possess certain statutory powers, duties and responsibilities regarding promotion, discipline, and discharge of employees. However, this Agreement shall be construed to modify the statutorily provided disciplinary procedures for suspension, and discharge of employees only to the extent expressly provided herein, but does not impact in any way the at-will employee status of probationary employees covered by this Agreement.

It is specifically provided, however, that the exercise of any of the above authority shall not conflict in any way with any of the terms of this Agreement or the duties established by the Illinois Public Labor Relations Act ("IPLRA", 5 ILCS 315/1 et seq.).



## **ARTICLE VI NO STRIKE, NO LOCKOUT**

### **Section 6.1. No Strike.**

Neither the Union, nor any of its officers or agents, nor any employee will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, concerted other stoppage of work, concerted refusal to perform any work assignment, mass illness, slowdown or any other intentional interruption or disruption of the operations of the District, regardless of the reason for so doing. No employee covered by this Agreement shall refuse to cross any picket line, by whoever established, during their work time or in the performance of District related duties. No employee shall engage in any picketing while on duty or while in uniform, or while on District property. Employees who hold a position of Union officer or steward occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section. In addition, in the event of a violation of this Section, the Union agrees to inform all employees of their obligations under this Agreement and shall direct the employees to cease and desist from any activity which is in violation of this Agreement.

### **Section 6.2. No Lockout.**

The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union and its members with this Article.

### **Section 6.3. Judicial Restraint.**

Nothing contained in this Article shall preclude either party from obtaining judicial enforcement and relief including specific performance, injunctive relief, damages and attorney's fees in the event the other party violates this Article. There shall be no obligation to exhaust the contractual grievance procedure before instituting court action seeking such judicial restraint and/or damages.

## **ARTICLE VII SENIORITY, LAYOFF, AND RECALL**

### **Section 7.1. Definitions of Seniority.**

"Seniority" is defined as the career employee's length of continuous service since the date he/she commenced employment with the District career (full-time) date of hire. If more than one employee commences employment on the same day, the employees shall be placed on the seniority list based upon the date of hire and exam scores of the initial exam used for hiring employee.

The "Senior ranking" career officer is defined as the highest ranking career employee, with the most time in their current rank. Career Captains are senior ranking

over Career Lieutenants; only time in current rank is utilized to determine who is senior ranking. Career employees will be placed on a seniority list based upon time of promotion. If more than one employee is promoted at the same time, employees will be placed on seniority list based upon the exam scores, with the highest scoring employee being the highest on the list, and the senior ranking employee.

### **Section 7.2. Probationary Period.**

New employees shall serve a probationary period of twelve (12) months, except as permitted to be extended by Illinois law. Any employee may be discharged during the probationary period without cause, at the sole discretion of the District. A copy of the discharge notice will be given to the Union. The District's decision to discharge a probationary employee shall not be subject to the grievance procedure.

### **Section 7.3. Seniority Lists.**

Appendix C is a list setting forth the applicable seniority dates for all employees covered by the Agreement which and will be maintained, kept current, and posted.

The Union, and the District, will modify Appendix C to keep it current in labor management meetings. The Union will promptly provide updated list(s) to the District. These changes must be ratified by Union membership, however the fire Chief may authorize a change in this appendix without requiring ratification from district trustees.

### **Section 7.4. Layoff and Recall.**

In the event it becomes necessary to lay-off employees for bona fide economic reasons, employees shall be laid-off in the inverse order of their seniority without regard to rank. Before laying-off any bargaining unit employees (career employees), the District will lay off all non-career persons employed by the DISTRICT, with the exception of the Fire Chief, and one (1) part-time assistant. The District will provide to the Union thirty (30) days advanced notice of its intent to lay off any employees. During the thirty (30) day time period the parties shall meet to discuss options available to avoid lay-offs. The thirty (30) day time period may be extended by mutual agreement of the parties in order for the parties to give full consideration to any alternative proposals to avoid laying-off employees. Employees shall be re-called from lay-off according to their seniority without regard to rank. All Employees will be recalled prior to any non-career employees including but not limited to: contract employees, part-time, paid-on-call employees, administrative assistants, fire prevention bureau employees, and staff members employed at the district. No new employee(s) shall be hired in any capacity including but not limited to: full-time, part-time, paid-on-call, or contracted for, until all employees on lay off status desiring to return to work have been re-called and hired. The District will not hire persons to fill positions in the bargaining unit until exhausting any recall list of personnel as set forth in agreement.

### **Section 7.5. Recall.**

Employees who are laid off shall be placed on a recall list good for five (5) years. If there is a recall, employees who are still on the recall list shall be recalled in inverse order of layoff and any such person may be required to submit to examination by physicians of the District to determine his/her physical fitness. Should physicals be required prior to return from layoff, a physical must be given at the time of layoff to establish the maximum requirements for the recall physical or if a physical has been given within the last twelve (12) months, it may be used as the criteria for the rehire physical provided, however, the rehire physical must use the same criteria as the previous physical.

Employees who are on the recall list shall be given thirty (30) calendar days notice of recall. The notice of recall shall be sent to the employees by certified or registered mail, with a copy to the Union. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested (employee's signature only), to the mailing address last provided by the employee with a copy to Union, it being the obligation and responsibility of the employee to provide the District with his/her latest mailing address. If an employee fails to timely respond to recall notice his/her name shall be removed from the recall list.

### **Section 7.6. Termination of Seniority.**

- A. Continuous service shall be broken and employment relationship terminated when an employee resigns, is discharged, retires, or is receiving a disability pension.
- B. Continuous service shall be suspended for any employee who is on an unpaid leave in excess of a year.

### **Section 7.7. Post layoff benefit provisions.**

Any employee who is laid off as a result of the District's decision to implement a layoff shall, in addition to the recall rights set forth above:

- A. Be paid for any earned but unused vacation days, floater days, Kelly days, Sick Time and Comp Time (at 100%).
- B. Be eligible to obtain continuation of medical coverage as provided by law.
- C. An employee may voluntarily take retirement if eligible

## **ARTICLE VIII PROMOTIONS & VACANCIES**

### **Section 8.1. Promotions.**

Vacancies within the bargaining unit, created as a result of death, resignation, retirement, promotion or discharge for just cause, shall be filled from the eligibility list, within ninety (90) calendar days, where practicable, of the last day of employment.

Promotions that are required to fill bargaining unit vacancies shall be made from an established list resulting from examinations given to the rank or classification immediately below the vacancy from career personnel. Pursuant to 50 ILCS 742/30 Fire Department Promotional Act, and the current sections of the Board of Fire Commissioner's Rules. Promotional procedures and requirements will be followed as stated in Article 8, and in Appendix B of this AGREEMENT.

### **Section 8.2. Career Captains, and career Lieutenants.**

The rank of Captain shall be superior to the rank of Lieutenant. For Career Captains, and career Lieutenants, the DISTRICT and the UNION agree to the following:

- A. Career Captains, & Career Lieutenants will function as members of the duty crew.
- B. Both career Captains and career Lieutenants must maintain their paramedic license, and remain in good standing of the District's EMS system.
- C. Career Captains and career Lieutenants may duty trade shifts with other career Captains and career Lieutenants, regardless of rank.
- D. Career Captains currently assist the district by working on extra duties during their normal shift, these functions currently are: Training Officer, Logistics Officer & EMS Officer. These three (3) roles will rotate in that order every five (5) years. The next rotation is scheduled every five years starting May 1<sup>st</sup>, 2028. This is not an agreement to function outside of the work hours, or the responsibilities listed in this agreement, but merely to establish rotation of the currently assigned functions.
- E. Career Captains are highest ranking members of the duty crew

### **Section 8.3. Promotional Examinations and requirements.**

The Union and District agree for testing for both career Captain and career Lieutenant positions will follow promotional and testing requirements listed in Appendix B, and this Article.

### **Section 8.4. Promotional Examination Eligibility, and Exemptions.**

All non-probationary career firefighters shall be eligible to test for career Lieutenant, as long as they have the possibility of meeting minimum eligibility requirements prior to the promotion list expiring. All career Lieutenants shall be eligible to test for career Captain, as long as they have the possibility of meeting minimum eligibility requirements prior to the promotional list expiring.

A promotional list shall consist of two groups. The first group, group One (1), shall be of candidates that meet the eligibility requirements at the time of the promotional exam, as listed in Appendix B. The second group, group two (2) shall consist of candidates who did

not meet the eligibility requirements, as listed in Appendix B, at the time of the promotional exam. Employees on a promotional list in group one (1) must be promoted as positions come available, as described in this agreement. The district will only promote from group two (2) after all employees in group one (1) have been promoted. Candidates in group two (2) must meet eligibility requirements at time of promotion.

If promoted from group two (2), the years of service requirements listed in Appendix B are waived.

#### **Section 8.5. Right to attend testing.**

In addition to Appendix B Right to attend testing, in the event an employee is unable to attend the exam due to an unforeseeable emergency, the employee will be allowed to make up this exam within fourteen (14) calendar days. This timeframe may be extended with mutual consent of the employee, Union, and District.

#### **Section 8.6. Promotional Exams Timeframe.**

Promotional exams shall be held in accordance with the fire department promotion act (50 ILCS 742/) as amended by Section 8, Appendix B, and this agreement. Promotional lists are valid for three (3) years.

#### **Section 8.7. Career Lieutenants Acting Out of Rank as Career Captains**

Career Lieutenants will only act out of rank as career Captains when a career Captain is absent from shift, provided the following:

- The career Lieutenant has at least three years of experience as a career Lieutenant with the Warrenville Fire Protection District.
- Only on duty career Lieutenants may act out of rank as career Captains
- The senior ranking career officer will assign actors based upon these requirements
- Career Lieutenants may only act out of rank as Captains provided there is a career firefighter who can also act out of rank as a career Lieutenant as described in Section 8.8.
- If there is a career Captain on duty, the career Lieutenant will not act out of rank.
- This may not violate any other provision of this agreement

#### **Section 8.8. Career Firefighters Acting Out of Rank as Career Lieutenants.**

Career firefighters will only act out of rank as career Lieutenants, when a career officer is absent from shift provided the following:

- The career Lieutenant is also acting out of rank as described in Section 8.7.

- The career firefighter must have at least three years of career firefighting experience with the Warrenville Fire Protection District.
- Only on duty career firefighters may act out of rank as Lieutenants
- The career firefighter must be on the district’s current promotional examination list for career Lieutenant.
- A total of three (3) career firefighters will be eligible to act out of rank as career Lieutenants. These three (3) firefighters will be selected according to the following:
  - In sequential order of the scoring of the current career Lieutenants list starting in group one (1), then continuing to group (2).
  - The district may not skip any firefighters on this list, unless there is cause to pass the firefighter for promotion as described in this agreement.
- The three (3) career firefighters who are eligible to act out of rank will each be assigned to different shifts during the annual shift realignment.
- Career firefighters may only act out of rank if there is career officer on duty.

**ARTICLE IX HOURS OF WORK AND OVERTIME**

**Section 9.1. Purpose.**

This article, and Appendix A are intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime.

**Section 9.2. Hours of Work.**

Bargaining unit members covered by the terms of this agreement shall be assigned to a regular platoon duty shift, unless mutually agreed by the Union. The platoon duty shift will have a normal shift rotation over a three-day period consisting of twenty-four (24) consecutive hours on duty, followed by forty-eight (48) consecutive hours off duty. Employees will not be scheduled to work more than sixty (60) consecutive hours, outside of emergency calls that run past scheduled shift times.

Each of the three platoon shifts shall be commonly referred to and recognized as “BLACK”, “RED” and “GOLD” shift. All platoon shifts begin at 0700 hours and end at 0700 hours the following day. The District may schedule employees to a non-platoon 40-hour daytime work weeks if mutually agreed upon by the District, employee, & Union. The District agrees to provide at least ten calendar days notice to any impacted employees.

**Section 9.3. VEBA Plan.**

The district currently has established a voluntary employee’s beneficiary association (VEBA) plan to which employees contribute funds. Employees contribute a union selected percentage of their salary from each paycheck that is deposited into the

VEBA account. Each December, the employee must notify the DISTRICT how they are contributing the union selected hours of straight time pay, listed Appendix A. This may be contributed hours of pay with any combination of unused vacation days, compensatory time, annual holiday pay (Section 12.2), Pay for work on holidays (Section 12.3), and/or sick leave. The District will contribute these funds into the employee's VEBA account by January 30<sup>th</sup> each year.

The VEBA plan will be initiated for employees on the 1<sup>st</sup> anniversary date of their employment, starting with the union selected pay percentage contribution from each pay check from both the employee and employer and the union selected hours of straight time pay the following December. Employees who have not completed a calendar year after their 1<sup>st</sup> anniversary date of their employment will have their union selected hours prorated based upon full months of service between anniversary date of their hire and December 1<sup>st</sup>.

The union will select a pay percentage, and hours of straight time for contribution to a VEBA plan for career employees. Annually, by October 1<sup>st</sup>, the Union will notify the district in writing of the selection for pay percentage, and hours. These selections will become effective January 1<sup>st</sup> of the following year.

The second full payroll after the date the contract is signed, VEBA contributions will be

- Union Group 1 (After 1<sup>st</sup> year to 5 years): 2% of salary (including overtime)
- Union Group 2 (5<sup>th</sup> year to 10<sup>th</sup>): 72 hours of converted benefits
- Union Group 3 (10+ years): 144 hours of converted benefits

#### **Section 9.4. Overtime Pay.**

An employee assigned to platoon shifts shall be paid one and one-half (1.5) times their regular straight-time hourly rate of pay for all hours worked outside of the employee's normal shift schedule, except for any work performed under Section 12.3, and work performed in a secondary capacity pursuant to a 207(G) Agreement as set forth in Section 14.6.

Bargaining unit employees who may be assigned to a non-platoon shift of eight or ten hours shall be paid one and one-half (1.5) times their regular straight-time hourly rate of pay for all hours worked in excess of forty (40) in one week, except for any work performed under Section 12.3, and work performed in a secondary capacity pursuant to a 207(G) Agreement as set forth in Section 14.6.

#### **Section 9.5. FLSA Work Cycle, Hourly Rates and Kelly Days.**

The FLSA work cycle for platoon employees will be 28 days. The annual average weekly hours shall normally not exceed 51.69 hours per week; this shall be accomplished by scheduling a Kelly Day every thirteenth (13<sup>th</sup>) shift. Kelly Days shall be scheduled in

accordance with Section 10.3. Kelly Days may be moved as long as they remain in the same cycle. Average annual hours will be 2697.23. The employee's hourly rate is calculated by taking the employee's annual salary as outlined in Appendix A, divided by the annual hours of work. The Union understands and agrees that maintaining Kelly Days as described in this section will eliminate FLSA pay.

### **Section 9.6. Mandatory Overtime.**

Both the Union and the District realize the necessity of proper staffing of apparatus, and the stations. The District may require employees to work mandatory overtime assignments, also known as force-backs. All overtime for career personnel must be voluntary, unless mandatory overtime is necessary to meet collective bargaining agreement minimum manning. If mandatory overtime is necessary to meet collective bargaining agreement minimum levels, employees shall not refuse such assignments, when made in accordance with this agreement.

The following provisions will apply to force-backs:

- Employees will not be scheduled to work more than forty-eight (48) consecutive hours, outside of emergency calls that run past scheduled shift times.
- Employees who are scheduled to go off duty the shift prior to the force-back are the only employees eligible to be forced-back.
- Personnel whom have gone off duty may not be forced-back unless notified prior to their shift ending. Personnel are not relieved to go off duty until adequate personnel have arrived to provide relief.
- Personnel scheduled for vacation, floater, Kelly day, compensatory time, trade time, or other allowed time off their next shift, are not subject to force-backs.
- Personnel working an overtime shift are not eligible for force-backs.
- The career officers will offer out overtime in accordance with Section 9.8. Outside of those provisions, the senior ranking career officer will notify employee(s) of mandatory overtime prior to the end of their shift.
- Force-Back tracking and distribution:
  - The union will maintain the force-back (spreadsheet) on the district's server. The force-back list (spreadsheet), which results in the distribution of force-backs will not be subject to the grievance procedure as defined in this agreement, provided the officer (or their designee) is following the order listed in the force-back list (spreadsheet). The officer assigning the force-back will notify the Union's representative via email, so the force-back may be tracked. This spreadsheet will be a different sheet on the same file where overtime is tracked.
  - For each day an employee is forced back will count as one day on the tracking sheet
  - In the event of a tie on the force-back list, the person with the lowest seniority will be forced back



- Newly hired members will be set to match the lowest offered force-back days on the tracking sheet for their assigned shift.
- Force-backs may be split by personnel, if mutually agreed to by personnel.
- Employees may voluntarily split mandatory overtime shifts. Only the person who is due for the mandatory overtime will receive credit for the mandatory overtime on the tracking sheet.
- Career employees working an overtime shift are not subject to mandatory overtime.
- Mandatory Overtime may not violate Section 9.6A Mandatory Overtime for Career Personnel, or Section 9.6B. Disaster Declarations and Mandatory Overtime, or any other provision of this agreement.

Career employees will be forced only to the minimum number of career employees working per shift as listed in section 21.1. The Union cannot grieve the absence of non-career members on a shift.

Substitution for a career position by non-career employees is only allowed if manning drops below minimums, and no career employees are eligible or accept overtime. Career employees may voluntarily exceed the forty eight (48) hour work limit but not to exceed the limit established in section 9.2.

**Section 9.6A. Mandatory Overtime for Career Personnel.**

- Career employees will not be subject to mandatory overtime (force-backs) for any non-career position.
- Career employees are only subject to mandatory overtime to fill career positions due to career employee(s) absence(s).
- Mandatory overtime can only be required, provided staffing drops below collective bargaining agreement minimum(s).

**Section 9.6B. Disaster Declarations and Mandatory Overtime**

In the event both the District, and Union’s executive board agree that any area of the Warrenville Fire Protection District is affected by a disaster, these additional mandatory overtime provisions will apply:

- The District will increase staffing as described in Section 21.7 Temporary Increased Duty Crew Staffing
- The District may mandate additional personnel to work overtime above its normal Manning Minimums.
- Personnel will still be selected as described in Section 9.6. Mandatory Overtime

Career employees whose family, or property are affected by the disaster, will not be subject to the other provisions listed in this section. These employees will return to

work as soon possible when they are able to mitigate the circumstances requiring them to leave.

### **Section 9.7. Call Back Pay.**

When an employee, at the request of the District, works a partial or full shift that is not scheduled pursuant to this agreement, he/she shall be compensated at one and one-half (1-1/2) times the employees basic hourly rate as listed in Appendix A. The employee shall receive a minimum of one hour (one hour) of time guaranteed for each incident or request to which he/she reports for an overtime shift, including force-back shifts. All additional time over the first one hour will be paid in Fifteen (15) minute increments, unless otherwise listed in this agreement. Career employees will be allowed to respond for the following type of calls: ambulance requests at the 2<sup>nd</sup> ambulance level and higher, any general alarm or higher, any full-still alarm outside of an activated fire alarm, any 2<sup>nd</sup> fire apparatus request. In addition, Career employees may voluntarily be called in by the Fire Chief when deemed necessary due to staffing levels and/or anticipated high call volumes (i.e. inclement weather). When a career employee is toned out or called back for emergency work by the District the hours worked will be paid at one and one-half (1-1/2) times the career employee's basic hourly rate, as listed in Appendix A, in fifteen (15) minute increments, commencing when the call back or tone out occurs. Career employees will be eligible to respond back for Specialty Team call outs.

### **Section 9.8. Overtime Distribution.**

The District has the right to require employees to work overtime and employees may not refuse overtime assignments in accordance with this agreement. All hours worked in addition to an employee's regularly scheduled hours as defined in this Agreement shall be considered overtime hours eligible for payment of overtime rates as provided in this Agreement. Foreseeable overtime will not be created due to duty trades as stated in Section 9.10. When the need for overtime exists, such overtime shall be distributed as follows:

Any overtime caused by a career employee's absence, will be first offered to career firefighters, followed by career Lieutenants, followed by career Captains, whom have the appropriate qualifications. Officers holding the rank, or a higher rank of the position overtime being offered out for overtime will be given approval for overtime shifts prior to an overtime shift being given to personnel who can act out of rank.

Any overtime caused by a part-time and/or paid-on-call employees will first be offered to part-time/paid-on-call employees, and then career firefighters, followed by career Lieutenants, followed by career Captains, whom have the appropriate qualifications.

Overtime is offered out to employees via text messaging sent through Aladtec, or the DISTRICT's currently used scheduling program that is approved by the UNION. Any known (foreseeable) overtime is offered out, by the ranking career officer or their designee, fifteen (15) calendar days in advance. The fire Chief, or his designee, will authorize, via email, any foreseeable overtime to be offered out at least fifteen (15) calendar days in advance. If the fire Chief does not authorize overtime for foreseeable overtime, at least fifteen (15) calendar days in advance, the career officer or their designee will not be subject to disciplinary action for offering out and/or authorizing overtime. The career officer will offer out known (foreseeable) overtime fifteen (15) calendar days in advance. The career officer will offer out unforeseeable overtime (for example overtime offered out due to someone calling in sick) as soon as reasonably possible. Prior authorization by the fire Chief, or his designee for unforeseeable overtime is not needed to maintain minimum staffing, the career officer, if possible, should not allow staffing to drop below minimum levels. However, the operations Chief will be notified as soon as reasonably.

Overtime is offered on a rotating seniority list with the EMPLOYEE with the lowest shift hours of overtime offered (with the appropriate qualifications) being the first asked. Overtime being offered out is tracked in the overtime tracking spreadsheet on the District's server. Any person whose name is reached on the tracking sheet and is offered hours, regardless if they accepted the overtime hours, will be tracked in the overtime tracking spreadsheet as hours offered. Mandatory overtime, also known as forcebacks, does not count toward total hours offered. Overtime is sent to employees via text message through Aladtec, or the DISTRICT's current scheduling program that is approved by the UNION.

If the first person declines, is unreachable, or does not respond, the overtime is then available for the second person contacted to accept, and so on through the list until the vacancy is filled. Once the EMPLOYEE accepts the overtime, the total number of hours accepted will be added on the overtime list used to determine call order. This list will be accessible on a "SHARED" file on the DISTRICT Computer system. No employee scheduled on vacation, or Kelly day are eligible for overtime unless all other EMPLOYEES have been exhausted. Employees who have a vacation day or Kelly day on their shift prior to, after, or during the overtime offered will not have it tracked as hours offered on the overtime tracking spreadsheet. Employees who can take overtime in twelve (12) hour increments (either 7am to 7pm or 7pm to 7am) will be given preference over partial shifts. The total hours offered to the employee will still be tracked on the spreadsheet. Overtime for shift work is the only overtime tracked in the overtime tracking spreadsheet. New career employees will match the highest amount of hours offered listed for career employees in the overtime tracking spreadsheet.

When non-emergent overtime (greater than ninety-six (96) hours out) is offered out, the officer, or the officer's designee will wait until their next shift day to approve

overtime, to give personnel adequate time to respond to the offer. For emergent overtime (within two hours) will give personnel fifteen (15) minutes to respond to the offer, prior to approving overtime. For any times not listed in this paragraph, the officer, or their designee will use good judgment on amount of time to wait to approve, which will not be less than an hour.

For time frames not listed above, career captains, or their designee will approve signups their next shift if time allows. Career Captains, or their designee will only approve signups for their assigned shift, unless otherwise authorized by that shift's captain, unless the opening is less than three calendar days out, or as listed above.

The union will maintain the overtime call out list (spreadsheet) on the district's server. The call out list (spreadsheet), which results in the distribution of overtime and will not be subject to the grievance procedure as defined in this agreement, provided the officer (or their designee) is following the order listed in the call out list (spreadsheet). The member offering out overtime will notify the Union's representative via email, so the overtime may be tracked.

Any hours worked beyond the employees regularly scheduled twenty-four (24) on, forty-eight (48) hours off, will be paid at the employees overtime rate listed in appendix A.

### **Section 9.9. Annual Shift Realignment**

By October each year, District employees may request a shift change. By November of each year, the District and Union will meet to discuss shift realignment. The Chief or his designee shall give forty-five (45) calendar days' notice, if possible, if an employee is to be moved to a different shift pursuant to annual shift realignment. Transfers are to take place during the first week of the calendar year in such a way that no employee is forced to work a forty-eight (48) hour shift. Career employees will not have their shift involuntarily changed unless listed in this agreement.

### **Section 9.9A. Other Shift Realignments**

The District reserves the right to change employees' shift assignments for disciplinary reasons as necessary. A newly promoted career Lieutenant, or career Captain will be moved to the shift with the vacant career officer position. If the District chooses to exercise their management right to reassign someone they will identify, explain and provide documentation to the Union the reason(s) why the employee(s) is/are assigned. Impacted employees will be given thirty (30) calendar days advance notice of the shift realignment, unless waived.

### **Section 9.10. Duty Trades.**

Employees shall have the right to voluntarily exchange full or partial duty shifts with other employees (members may trade with career employees, part-time employees and paid-on-call employees) whom are firefighters and paramedics, provided that the prior authorization of the career Captain, or his/her designee is secured, and such authorization shall not be unreasonably withheld. Unless otherwise specified in this agreement, duty trades will be granted, provided:

- A. Duty trades must be between employees who are firefighter/paramedics and there is still a career Captain, or career Lieutenant working the shift.
- B. The employee working will not work more than forty-eight (48) consecutive hours. This would include time that the employee is scheduled immediate before and/or after the shift exchange, except for emergency hiring, call backs, training, late calls, and approved meetings for the fire district
- C. The duty trade will not result in foreseeable overtime. Any employee who does not complete the duty trade due to illness will be charged sick time. The employee, who was scheduled off due to a trade, will not be considered absent.
- D. The Employee who agrees to work a shift trade shall be responsible for reporting to work on said payback day and may not schedule time off on the approved payback day.
- E. Employees wishing to obtain extended (defined as four shifts in a row) duty trades shall submit the request in the extended duty trade form in Aladtec to the Fire Chief, or his designee, for approval, with the corresponding dates and times. The Fire Chief shall not unreasonably deny extended duty trades provided it meets this section's requirements.
- F. Emergency trades can be approved by the career Captain, or in the career Captain's absence, the career Lieutenant.
- G. Outside of emergencies, only the Career Captain, or his/her designee may approve or deny duty trades: provided that a requested duty trade meets the foregoing requirements shall not be denied.

### **Section 9.11. Compensatory Time.**

Compensatory time (comp time): Time off given to an employee in lieu of overtime pay. Compensatory time is only accrued voluntarily by the employee, the employer may not offer out work as compensatory time only. One and a half (1 1/2) hours of comp time is earned for every one (1) hour of overtime worked (24 hours of overtime = 36 hours of compensatory time). Personnel may also use holiday pay to earn comp time on an hour per hour basis. Banked time may be carried over from year to year. Banked time may, at the employees written request, be paid back once per year at the end of April. The time must be requested by April 1st so it can be processed and paid by the last pay period of

the fiscal year. The pay will be calculated as one hour of straight pay for one hour of compensatory time. Employees may bank up to seventy two (72) hours of compensatory time. Banked time excludes hours earmarked for VEBA, or scheduled use of compensatory time. Employees maxing out their compensatory time bank will be allowed to split overtime compensation between overtime pay and compensatory time, otherwise there will be no splitting of compensation for overtime shifts. Banked time must also be paid back to the employee at the separation of service.

Compensatory time may be used when the employee has earned and banked compensatory time. The shift must not fall below minimum staffing levels as defined in this agreement. Compensatory time will be submitted to the shift commander for approval at least one shift prior to the time being requested. The shift commander will not deny compensatory time from being taken provided staffing does not drop below collective bargaining agreement minimum levels at the time of approval. In addition, the Chief or his designee may authorize other uses of compensatory time including emergency use. In the event that a shift's staffing drops below minimum levels and the preceding shift (three calendar days) Compensatory time may be cancelled. However, if compensatory time is being used for a twenty four (24) hour increment it may not be cancelled. Otherwise compensatory time may not be cancelled.

Only three (3), twenty four (24) hour days may be used in a calendar year (Not Consecutive). All other uses have no minimums.

Compensatory time may also be used for any time submitted by the employee and approved by the Fire Chief (for example emergency compensatory time).

#### **Section 9.12. Deferred Compensation Plan.**

The District will maintain an IRC Section 457 Deferred Compensation Plan whereby employees will be able to contribute a portion of their salary to a retirement account through payroll deductions. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code. The parties agree that the vendor for the IRC Section 457 Deferred Compensation Plan may change from time to time by agreement of both parties.

### **ARTICLE X VACATIONS**

#### **Section 10.1. Vacation Allowance.**

- A. Paid vacation will be awarded annually, on January 1<sup>st</sup>, in accordance with the following schedule:

After Completing Year(s) of Service	Vacation Days (24-hour shift employees)
1	4
5	8
10	12
15	14
20	15
25	15

- B. Probationary employees will receive prorated days based upon their initial hire date, and awarded on January 1<sup>st</sup>. Rounded up to a full day.
- C. Employees may carry over a maximum of 5 vacation days to the next year. Vacation days are twenty-four hour shifts (not calendar days). The exact number of 24-hour duty days allowed each anniversary year is determined by the length of credited full-time service with the District.
- D. The district will continue to use a benefit tracking spreadsheet, placed on the district server, viewable by employees, for the following calendar year by December 1st. The benefit tracking spreadsheet will include vacation days, sick days / time, comp. time, Kelly days and healthcare retirement funding hours.
- E. Vacation, comp-time, sick leave, Kelly days, & floater day(s) will be tracked as in the past on a "SHARED" file on the DISTRICT Computer system (Benefit Tracking).

**Section 10.1A Paid leave indemnification.**

The District agrees to indemnify the Union for any claims arising out of the PAID LEAVE FOR ALL WORKERS ACT for the length of this agreement.

**Section 10.2. Vacation Pay.**

Vacation pay shall be paid with the regularly scheduled payroll in the pay period when the vacation leave is taken. Vacation time that cannot be used by an employee due to an approved workers compensation injury or illness can be carried over into the next calendar year, or may be paid into the employee’s VEBA plan at the election of the employee. An employee who is separated from the District shall be paid for all unused vacation time at their straight-time hourly rate in effect at the time of separation, or if elected by the employee may be paid into the employee’s VEBA plan. In the case of death of an employee, compensation for unused vacation shall be paid to his/her estate.

**Section 10.3. Floater, Kelly & Vacation Days Scheduling.**

Vacation, Kelly, and floater days will be selected on a rotation based on the career employee’s seniority. The selection process will begin on the first Monday of December. These dates shall be picked by the career employees of each shift based on a rotating

picks (rounds), with each member picking up to 5 consecutive days per round, starting with the most senior shift member picking, followed by the second most senior member picking days, followed by the third most senior member picking days, and so forth.

The District will allow only one career employee off each day for a Kelly day, vacation, and/or floater day(s), provided no other career employee is scheduled off for floater, Kelly, or vacation day(s), until all calendar days for that shift are filled. After all calendar days for that shift are filled, a second career employee may schedule a Kelly day, vacation day, and/or floater day off on the same date, excluding holidays listed in section 10.1. Employees will be notified immediately of conflicting date(s) and allowed to request alternate date(s). At no point will non-career personnel staffing prevent a career employee from taking a Kelly day, vacation day, floater day, or sick leave.

All vacation days and Kelly days will be scheduled prior to December 15th of the year, with the exception of roll-over days. Vacation days, Kelly days, and floater day can be moved throughout the year on a first come first serve basis as long as it is submitted at least six weeks in advance of the day requested off. Vacation, Kelly, & Floater Day(s) may be scheduled/moved with less than six weeks out provided overtime has not already been approved, and the new date wouldn't require overtime to be paid out. Kelly days must be scheduled within the period defined in Section 9.5. Scheduled vacation, floater, and Kelly days may be moved in advance without penalty when submitted in the manner stated above.

If an employee fails to schedule his Kelly, vacation, and floater day(s) for the following year by December 16<sup>th</sup>, the district may schedule those days, throughout the year (Kelly days in the appropriate cycle), as the district deems fit.

#### **Section 10.4. Termination.**

A non-probationary employee who leaves voluntarily, as well as any employee who is laid off by the District shall receive compensation for all earned but unused vacation, floater, & Kelly time at the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately following the date of separation or layoff. A probationary employee who is separated from employment for any reason prior to the completion of one year of service is not entitled to any compensation for unused vacation time as they have yet to earn vacation.

#### **Section 10.5. Floater Day.**

Career employees will receive one 24-hour shift day to be used as paid time off. This day scheduled the same as a vacation day is scheduled as listed in Section 10.3.

### **ARTICLE XI SICK LEAVE**



### **Section 11.1. Purpose.**

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses, and become injured from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick, or injured.

### **Section 11.2. Sick Leave Award and Accrual**

Employees shall accrue sick leave at the rate of twelve (12) hours per month of employment.

Sick leave must be used in no less than twelve (12) hour increments, unless otherwise approved by the shift's Captain, or their designee; and/or if an employee reports for work, becomes ill and leaves work due to illness, the employee shall be paid for the hours the employee has worked and shall be charged only for the amount of sick time actually used. If possible, the employee will hold for a replacement to meet minimum manning.

### **Section 11.3. Notification of Sick Leave**

Notification of absence due to sickness or injury shall be provided by the employee to the highest ranking on-duty career personnel as soon as the employee is aware that they are not reporting for duty. Notifications shall be made not less than one (1) hour prior to the start of a shift, except in the case of a bona fide emergency. Employees who have been medically placed on a longer term medical leave do not have to report the absence for each scheduled shift.

### **Section 11.4. Sick Leave Abuse**

Sick leave abuse is a serious matter. The district retains the right to deal with abuse of sick leave wherever it may occur. The district may require a physician's verification that an employee is well enough to return to work when three (3) or more consecutive duty shifts are missed due to sickness, or injury, or when an employee is admitted to a hospital for any period of time for any injury or illness that would affect the employee's ability to do perform their duties, excluding admissions that do not leave the emergency room. Failure to submit to required medical exams, or to provide required medical verification of illness as described in this section, shall be deemed to have abused sick leave and shall be subject to discipline. Actions abusing sick leave shall be just cause for progressive discipline, as defined in this agreement. Falsification of any verification of illness, may result in discipline, up to and including discharge.

### **Section 11.5 Sick Leave Utilization**

Any employee contracting or incurring any sickness, illness, or injury may utilize any accrued sick leave with pay as set forth in this Agreement. Sick leave may be utilized for absences due to an illness, injury, emergency child care, or medical appointment of the employee's child, foster child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent as allowed under the Illinois employee sick leave act. The district shall limit an employee's use of sick leave for absences of family members as set forth under the Illinois Employee Sick Leave Act. However it is further agreed that up to fifty percent (50%) of an employee's total sick leave may be used and may be increased by the Fire Chief.

#### **Section 11.6. Donated Leave Time.**

The District will allow career employees to voluntarily transfer up to one (1) duty days of sick time into a fellow employee's sick bank per year, provided the following criteria are met:

- A. The employee donating sick leave has a minimum of two-hundred and forty (240) hours of banked sick leave remaining after the sick leave donation is made, and
- B. The employee receiving the sick leave has exhausted all paid time off and cannot return to work due to an injury or illness; and
- C. Both employees must provide advance notification to the Fire Chief, or his designee of the pending donation.
- D. The Chief may approve additional transfer days.

No employees can be compelled to donate sick leave. Any sick leave donated shall be credited as an hour for hour donation regardless of employee salary, seniority, or rank.

#### **Section 11.7. Sick Leave Upon Retirement.**

Employees are entitled to payment of accrued sick leave when they separate from the District for retirement with at least ten (10) years of creditable service, or at any time for an on the job injury. Employees will receive fifty percent (50%) of the value of all accrued sick leave up to the maximum of one thousand four hundred and forty (1440) hours. Compensation for accrued sick leave shall be paid in a single payment within thirty (30) days following termination of service. Employees are permitted to transfer all or a portion of their accrued sick leave time compensation into their VEBA, or 457 plan as they may designate (as allowed under federal regulations). Employees who are discharged for just cause or who resign while disciplinary charges are pending are not eligible to receive compensation for any accrued sick leave.

#### **Section 11.8. Emergency / Personal Days.**

In addition to the above, career employees will, upon proper approval, be allowed one emergency leave day annually without loss of pay, said days shall be chargeable to

available accumulated sick leave and shall be non-cumulative. Emergency leave days are intended to provide for legitimate family obligations or unforeseen emergencies that cannot be accomplished outside of the employees regular work schedule. Employees may utilize up to twenty four (24) hours of sick time each calendar year for the purpose of attending to unanticipated personal emergencies.

### **Section 11.9. Fitness for Duty Exam.**

To determine an employee's fitness for duty, the District may require an employee to submit to an annual examination by a physician or other appropriate medical professional designated by the District. Outside of the annual exam, the district must have reasonable cause to have the employee submit for a fitness for duty exam. The District must provide the employee in writing, the reasons the district is requiring a fitness for duty exam, as well as the physician/location of the fitness for duty exam. The District shall pay for the cost of any fitness for duty examinations at a facility designated and required by the District. If the District's physician determines that the employee is unfit for duty, the employee may seek a second opinion from a qualified physician selected and paid for by the employee, and/or the employee's insurance. If that physician determines that the employee is fit for duty, the District shall resolve the dispute by having both the District and Local select a third party physician, whom is not associated with the firm/practice or group of the DISTRICT's initial physician, though they could be in the same hospital, from which the employee will be examined, whose examination results shall be binding on the District and the employee. This third physician's cost shall be split by the employee and district.

If the employee is deemed fit for duty, there will be no loss of compensation, sick, vacation, floater, or Kelly days.

## **ARTICLE XII HOLIDAYS AND PERSONAL DAYS**

### **Section 12.1. Holidays.**

The following shall be counted as holidays for career employees:

- New Years Day
- Presidents Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- New Years Eve

- Christmas
- Christmas Eve

The above eleven (11) holidays will be on the appropriate calendar day for each year.

In addition to the above days, any holiday, or day of observation by office and/or staff personnel that differs from the Holiday schedule above will have a holiday work schedule, but will not result in holiday pay.

### **Section 12.2 Annual Holiday Pay**

The District shall pay each career employee six (6) hours at their straight time rate listed in Appendix A for each of the holidays listed in Section 12.1. Annual Holiday pay will be pensionable as allowable by law. The District shall pay this amount on the employee's first check following December 1<sup>st</sup> of each year. The District shall pay a prorated amount for employees who leave the District or are hired by the District during the year. All career employees will receive annual holiday pay for each of the holidays as described in Section 12.1 Holidays, regardless of their work schedule.

### **Section 12.3. Pay for Work on Holidays.**

The career employees, whom are working shift that starts on a designated holiday listed in section 12.1, will receive six (6) hours at their straight time rate listed in Appendix A. The district shall pay this amount on the check the employee receives their regular pay for the day worked.

EMPLOYEES will not receive pay for work on holidays if the employee is off on the holiday for sick leave, vacation time, floater day, compensatory time and/or a Kelly day, the holiday pay would be prorated for the hours actually worked.

In the event of a duty trade during a holiday, only the employee(s) who physically work during the shift will be paid. If a member is forced to work involuntarily, or chooses to work an overtime position on a holiday, will be paid an additional straight time hour, hour per hour up to six (6) hours.

### **Section 12.4. Forty hour employees.**

For career employees working forty hour weeks (excluding light-duty), the employee will be allowed to be absent without loss of pay for the holidays listed in section 12.1, in addition to any days in which the office is closed for a holiday. They would not receive annual holiday pay as listed in Section 12.2.

## **ARTICLE XIII LEAVES OF ABSENCE**

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### **Section 13.1. Unpaid Discretionary Leaves.**

The District in its discretion may grant an unpaid leave of absence under this Article to any bargaining unit employee where the District determines there is good and sufficient reason. The District shall set the duration, terms and conditions of such leaves. Any request for unpaid discretionary leave shall be submitted in writing by the bargaining unit member to the fire Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the bargaining unit member desires. Authorization for leave of absence shall, if granted, be furnished to the bargaining unit member by the Fire Chief or his designee and it shall be in writing.

### **Section 13.2. Jury Leave.**

Should any full-time employee covered by this Agreement be required to serve on a jury, that employee shall be excused from work without loss of regular straight time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any juror fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

### **Section 13.3. Witness Leave.**

An employee shall be granted a leave of absence without loss of regular straight time pay or portions thereof (provided he returns any witness related compensation to the District) when called as a witness on any proceeding related to his official duties as an employee of the District. If an employee is a claimant, or plaintiff in the proceeding against the District, the employee shall be given unpaid leave for the time required for proceedings.

### **Section 13.4. Military Leave.**

Military leave and benefits shall be granted in accordance with applicable Illinois and Federal law. Nothing in this Agreement is intended to diminish those rights. Employees must apply for and verify the need for such leave as soon as they are aware of the need for such leave.

### **Section 13.5. Funeral Leave & Bereavement leave.**

Employees shall also be granted up to ten (10) paid bereavement days to be used in case of death of an immediate family member. Immediate family is defined as spouse or child (natural, adopted, foster, or stepchild). Sick leave may be used to extend funeral leave & bereavement leave as stated in Section 11.5 sick leave utilization. In addition, if

the employee has exhausted their sick leave, the district will at the employee's request extend the employee's bereavement time as unpaid leave for up to ten (10) 24-hour shift days.

Employees shall also be granted up to two (2) paid bereavement days to be used in case of death of an extended family member. Extended family is defined as mother, father, sister, brother, grandparent, grandchild, aunt, uncle, niece, or nephew of employee or employee's spouse, and child's parent. Sick leave may be used to extend funeral leave & bereavement leave as stated in Section 11.5 sick leave utilization. In addition, if the employee has exhausted their sick leave, the district will at the employee's request extend the employee's bereavement time as unpaid leave for up to ten (10) 24-hour shift days. The District may request Employee to submit an obituary or other proof of death.

### **Section 13.6. Family Medical Leave Act.**

The District will comply with the regulations governing the Federal Family and Medical Leave Act (FMLA) for all career employees.

### **Section 13.7. Leaves in General.**

An employee on a paid leave of absence as provided for by this Agreement, or any unpaid leave of up to thirty (30) calendar days shall continue to accumulate the following District benefits including: insurance coverage as set forth in this agreement, and any applicable pay increases. Unless otherwise required by law, an employee on any unpaid leave of absence of more than thirty (30) calendar days shall not earn or accrue any District benefits.

### **Section 13.8. Off Duty Injury/Illness Leave.**

After all paid leave has been exhausted; employees may extend leave (unpaid) for off-duty injury/illness for up to forty (40) weeks (in addition to FMLA leave). An employee may return to work in their regular position once they are fit for duty, and have completed the return to work training policy. Leave may be extended for ninety (90) day increments, provided it is approved both by the DISTRICT and the UNION.

## **ARTICLE XIV WAGES**

### **Section 14.1. Base Wages.**

Base wages take effect May 1<sup>st</sup> of each year as set forth in the compensation plan schedule in Appendix A. The annual salaries EMPLOYEES shall be paid pursuant to the negotiated salary schedule attached hereto and made a part of this agreement and

identified as Appendix A. Market rate adjustments to EMPLOYEES pay, which are reflected in the compensation plan schedule in Appendix A.

**Section 14.2. Annual Movement through Compensation Plan.**

Movement through compensation plan will follow Appendix A based upon year of service. Employees will advance each year, until they reach their maximum pay rate for their rank.

**Section 14.3. Pension.**

The employer agrees to maintain its obligations to the Fireman’s Pension Fund as required by 40 ILCS 5/4 et seq.

**Section 14.4. Certification & Relicensing.**

The district, for bargaining unit members, will pay for any relicensing and/or recertification fees, including but not limited to paramedic license, lead instructor license, fire investigator certification, but excludes driver’s license.

The district will provide all necessary training, continuing education, and certification training, as well as associated expenses necessary to maintain the career employee’s Paramedic license, and the career employee’s Illinois Office of the State Fire Marshall certifications. This will be provided on duty, or if the employee volunteers to come back off duty, the employee will be compensated on an hourly basis.

**Section 14.5. Acting out of Rank Compensation**

The employee acting out of rank will be compensated at the hourly rate for the first year pay rate for rank they are acting in, hour per hour.

**Section 14.6. 7(g) Agreements for Secondary Work.**

The district recognizes that there is a need for employees to perform work beyond the career employee’s job description to be performed by career employees as secondary employment as permitted by Section 7(g) of the Fair Labor Standards Act. Nothing in this section prevents the fire chief from using on-duty personnel or part time personnel to perform some of these tasks; but it does allow career employees the opportunity to participate in this arrangement without incurring overtime costs to the District.

Employees who participate in this program do so on a voluntary basis, however, they are required to first execute a written 7(g) agreement to participate in this program. These agreements will be maintained in Aladtec, or the District’s currently used

scheduling program. 7(g) agreements will not last longer than a calendar year, but may be extended by the mutual consent of the employee and the district.

In addition, no 7(g) assignments, or hours of work at a 7(g) pay rate requested by the District are mandatory, even with an executed 7(g) agreement between an employee and the district. There is no mandatory work for employees being paid at a 7(g) rate.

The following programs will be assigned to a 7(g) agreement and shall be paid at time and a half (overtime), as listed in Appendix A.

- EMS Billing
- Building / Fire Inspection
- Maintenance
- Vehicle / Equipment Mechanic
- Facilities Maintenance
- Fire Safety Educator
- Special Project Assignment (for example: CPR, IT, GIS, Mapping, SCBA)
- Cadet Program
- Fire Investigator
- Training (non-mandatory, and also excludes specialty team trainings (for example: TRT, Hazardous materials, Water Rescue, & SWAT))
- Command Vehicle Coverage (non-duty crew) as written in Section 14.6B.  
Command Vehicle Coverage - 7(g)

When the district in its discretion determines there is a need for work to be performed in positions which do not involve, or consist of emergency duties relating to fire suppression or emergency medical services, these positions may be offered to qualified employees as secondary employment with the district. When 7(g) position(s) become available, 7(g) positions will be emailed to all bargaining unit members, and posted. Those wishing to pursue 7(g) position(s) will have thirty (30) calendar days to apply. Members will be chosen by the Fire Chief based upon: qualifications specific to the position, experience, previously holding the 7(g) position with the district, and seniority. If requested, the Fire Chief will provide the UNION a written statement as why someone was chosen in the event multiple people apply for the same 7(g) position.

In the event the employee is working at the 7(g) rate and responds to an emergency call, the employee rate will change back to their overtime rate. Career employees are not mandated to work any secondary employment with the district. Secondary employment with the district shall not affect overtime, hire back, call back, alarm holdover, or attendance at approved training classes. A copy of the 7(g) agreement shall be maintained.



If a bargaining unit member performs their secondary employment duties during their normal scheduled hours, while on a trade, or while on overtime that is offered out as stated in section 9.8, they will not have their pay reduced to 7(g).

#### **Section 14.6B. Command Vehicle Coverage – 7(g)**

The District and Union recognize that there are times a command vehicle is not staffed due to Chief officer's being unavailable, in addition to having insufficient staffing for the duty crew to staff a command vehicle. The Union proposed this section to insure proper district coverage and reduce the overtime burden of the district. An off duty career Captain may cover the command vehicle at a 7(g) rate provided the following:

- Chief coverage of the command vehicle is unavailable, and there is insufficient staffing for the duty crew to staff a command vehicle
- The career officer may respond from home, or other areas in district
- The career officer lives within the district, or within one (1) mile of the district border
- Career officer will not be considered part of the duty crew
- Career officer will not stay at station during 7(g) assignment
- Career officer must be paid overtime for any calls responded to, where career officer is required in excess of thirty (30) minutes
- This 7(g) Command vehicle coverage may not be used to eliminate overtime. If overtime is offered out to cover the command vehicle, overtime must be approved.
- Offering of Command Vehicle Coverage 7(g)
  - The available shifts where command vehicle coverage is needed, and authorized by the Chief or his designee, will be offered out, and sign-ups are approved by the senior ranking career officer of that shift, in the same manner as Section 9.8., with career Captains having priority. The time offered out will be tracked on a different sheet on the same file.
  - The union will maintain this tracking sheet.

#### **Section 14.7. Longevity Incentive**

Employees shall receive longevity pay for years of service with the district according to the schedule listed in Appendix A. The District shall pay this stipend on the employee's first full pay period check following May 1<sup>st</sup> of each year. The District shall pay a prorated amount for employees who reach longevity during the fiscal year. The longevity incentive will be in addition to the base wages listed in Appendix A.

### **ARTICLE XV INSURANCE**

#### **Section 15.1. Medical Insurance.**

The District agrees to provide hospitalization and medical coverage for the employees and their dependents as well as a dental plan and vision plan. An outline of the benefits and coverage per plan shall be available to each member. If multiple plans are available, members may change plans once a year, or anytime as allowed by law. Members wishing to change plans must submit in writing his/her desire to change plans prior to any established deadline. The District will not be held responsible for changes made to the policy by the insurance company.

The District will pay eighty five percent (85%) of the premium amounts set forth in accordance with the provider contract coverage for employees and eighty five percent (85%) of the cost for covered dependents under a plan or plans selected by the District. The Employees are responsible for the remaining fifteen percent (15%) of the premium. The term "premium cost" as used in this Article includes costs assigned by the provider for said coverage plus any mandatory federal and state fees and taxes. In the event a career employee does not take health, medical, and dental insurance, the employee will receive a one hundred and fifty dollar (\$150) stipend per month.

The District reserves the right to institute reasonable cost containment measures relative to insurance coverage, and as the basic coverage and benefits remain substantially the same as existing coverage and benefits. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions, except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation undertaken under this Agreement. The District agrees that it shall cooperate with its employees and the Union to enforce the terms of the existing policy in the event the current provider fails to perform.

The parties agree to meet on healthcare insurance at least ninety (90) days prior to the insurance renewal date to review the following: health insurance premiums/contributions, plan offerings/design, union claims experience, broker selection, and renewal rates. Specifically, consideration of cost savings provided by the AFFI Marketplace shall be fully considered and the Union may elect to re-open Section 15.1 to allow the employer access to, and implementation of the AFFI Marketplace. The

health insurance carrier and/or company (currently Blue Cross Blue Shield of Illinois) will not be changed without both the District, and Local written agreement to the carrier change.

In the event that federal law changes result in the loss of the current type of District group health insurance, dental, prescription, or results in significant plan changes, cost increases or a luxury penalty tax by the federal government, the District and/or Union shall maintain the right to reopen Section 15.1 and negotiate changes to the health insurance plan including costs. Such negotiations shall be predicated upon the mutual desire to preserve the coverage and benefits provided under the existing plans and the existing agreements as to cost sharing.

The Union and District agree, the District may eliminate Blue Cross Blue Shield plans MPP43323, & MPP73426 from the available health insurance plans.

### **Section 15.2. Life Insurance.**

Every bargaining unit employee is covered by a term life insurance policy not less than the amount of fifty-thousand dollars (\$50,000). The premiums for this policy are covered in full by the District. This policy is payable to the employee's designated beneficiary upon the employee's death as long as the employee remains employed by the District. Bargaining unit employees shall have the option of purchasing additional life insurance at the employee's own expense up to the maximum amount allowable by the insurance provider.

### **Section 15.3. Right to Maintain Coverage While on Unpaid Leave or on Layoff.**

Employees will have the right to maintain their insurance coverage while on unpaid leave or on layoff, as permitted by law, at the employee's expense, unless otherwise stated in this agreement.

### **Section 15.4. IRC Section 125 Plan.**

The district will maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health and hospitalization insurance premiums with pre-tax earnings. The District shall not make any contributions this plan. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

### **Section 15.5. Retired employees continuing coverage**

Retired and disabled employees and their eligible dependents shall be permitted to maintain participation in the District's health insurance plan by paying 100% of the monthly health insurance premium as may be established by the District's health insurance provider pursuant to the Fireman Continuation Privilege, 215 ILCS 5/367(f).

## **Section 15.6. Inoculations**

The District shall provide, at District expense, a Hepatitis B Virus (HBV) Inoculation Series, a Hepatitis A Virus (HBA) Inoculation Series, Meningitis Inoculation Series, annual Flu inoculation (vaccine), MMR vaccine, if a workplace exposure occurs the district will provide any inoculations/vaccines per the standard of care, and any other inoculations/vaccines recommended by either Illinois Department of Public Health for healthcare providers, or the Center for Disease Control for healthcare providers, to any employee wishing to be inoculated. The District shall offer such inoculation to every new employee, and existing employees. The District shall provide a verification test of successful inoculation to any employee that received the inoculation series, and any additional inoculations necessary. The District shall provide, at its expense, such further prophylactic inoculations as it determines necessary or appropriate.

## **Section 15.7. Vaccination Records.**

Any vaccination record submitted to the District, may only be reviewed by the Fire Chief, and the full time assistant Fire Chief. Vaccination records may not be provided to anyone outside of the District. No one outside the personnel listed in this section may view vaccination records. No vaccination records can be required, except as approved by both parties. The vaccination record that both parties have agreed is required is the COVID-19 Vaccination record(s). Any vaccination record submitted will only be kept in the employee's personnel file.

## **ARTICLE XVI UNIFORMS**

### **Section 16.1. Original Issue of Uniform.**

The following duty uniforms and protective clothing shall be provided initially, without cost to each employee, by the District.

PROTECTIVE CLOTHING (per NFPA standards where applicable). Protective Clothing, turnout gear, Personal Protective Equipment, and Body Substance Isolation shall be maintained by the District in good and safe condition, by the District, at the District's expense.

- 1- Helmet
- 1 - Bunker Pants
- 1 - Bunker Coat
- 1 - Suspenders for Bunker Pants
- 1- Pair Structural Firefighting Boots (leather or rubber, bargaining unit members choice)

- 2- Pair Gloves
- 2 - Nomex Hoods
- 1- SCBA Face Mask and Carry Bag
- 1 - Reflective Safety Vest
- 1 - Pair Safety Glasses
- 1 - Hearing Protection
- 6 - Passport Tags

The second set of turnout gear as listed above, if not provided, will be provided to all non-probationary career. The second set of additional gear will consist of:

- 1 - Bunker Pants
- 1 - Bunker Coat
- 1 - Suspenders for Bunker Pants

#### DUTY UNIFORMS

- 6 - Shirts w/patches (either long/short sleeve or a combination, at employee's discretion)
- 3 - Pants
- 4 – Blue T-shirts
- 2 – Red T-shirts
- 1 - Job Shirt
- 1 - Belt
- 1 - Jacket
- 2 - Badges
- 2 - Name Tags

#### DRESS UNIFORMS (to be received after one year)

- 1- Long Sleeve Shirt w/patch
- 1- Dress Pants
- 1- Dress Jacket w/patch
- 1- Tie
- 1- Dress Hat
- 1- Hat Badge
- 1- Overcoat
- 1- Pair of White Gloves

#### **Section 16.2. Uniform Allowance.**

- A. Each employee shall be issued a complete set of prescribed items of station uniform clothing upon hire by the District. In addition, each employee shall receive the amount listed in Appendix A of allotted credit towards requisition of new

station uniforms every year on June 1st, this will be deposited into an account with the district approved uniform and supply store. In addition to the prescribed station uniform list, employees can also utilize their credit toward the purchase of firefighting equipment, EMS equipment, footwear, workout clothing, which has been approved by the District, at any District approved uniform and supply stores. The district shall utilize a retailer in which clothing can be ordered online. A list is to be established by the District and the Union annually for approved items. Should safety footwear become a mandatory requirement, a list of approved safety footwear from District approved stores shall be made available. Employees shall be able to apply uniform allowances towards the purchase of safety footwear. Employees shall be required to clean, maintain, and wear such items properly and will be responsible for their return in good condition, less normal depreciation and destruction in the course of employment.

- B. Whenever the uniform including civilian clothing, when assigned duties requiring the wearing thereof, of the employee is damaged, absent neglect, the District will replace the damaged item(s) at no cost to the employee.
- C. In the event an employee exceeds the uniform allowance during the year, he/she shall refund the District within sixty (60) days.
- D. Members on specialty teams will be given an additional amount as listed in appendix A allowance per team, which will be added to the member's paycheck once per year to be used on clothing or equipment.
- E. Members covered under this agreement will also have the choice of rubber or leather fire boots, provided by the district when new boots are required.

## **ARTICLE XVII SAFETY**

### **Section 17.1. Introduction.**

It is the desire of the District and the Union to maintain the highest standards of safety and health in the fire district in order to eliminate, as much as possible, accidents, death, injuries and illnesses in the fire service. Protective devices, structural firefighting gear (bunker coats, pants and boots, helmet, hoods, gloves, fitted air pack face piece) and other equipment necessary to properly protect fire fighters shall be provided by the District at no cost to the employees and shall conform to generally accepted fire service standards. These devices, apparel and equipment shall be inspected on an annual basis to ensure proper maintenance and replacement. In addition to inspections, the committee will also discuss other safety related matters, and prepare joint or separate reports concerning same for submission to the Chief. The Chief, or designee shall report in writing to the Committee concerning any report made to his/her either jointly or separately by the Committee, including reasons for implementing, not implementing, or modifying any recommendations.

### **Section 17.2. Joint Safety and Health Committee.**

The District and the Union shall each appoint two (2) members to the Joint Occupational Safety and Health Committee. This committee will meet quarterly, or when requested seven (7) calendar days in advance by either party, to discuss safety and health conditions. Safety committee members will be granted time-off with pay when meeting jointly with the District and for any inspection or investigation of safety or health problems in the fire district. The District shall not restrict the safety committee members from any fire district facility when investigating health or safety condition. Records shall be kept of all job related accidents, injuries and illnesses, which shall be maintained by the fire district. Copies of all such records and reports, including all reports that may be required by the state or federal governments, shall be made available upon request to the safety committee members. No medical records shall be made available to the safety committee.

## **ARTICLE XVIII MISCELLANEOUS**

### **Section 18.1. Physical/Psychological Examinations.**

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the DISTRICT may require, at the DISTRICT's expense that the employee have a physical examination by a qualified and licensed physician selected by the DISTRICT. The DISTRICT will not make a psychological exam a pre-condition for returning from a layoff. The DISTRICT also may continue to require, at its expense periodic physical examinations of all employees; no employee will be required, or asked, to enter into a contract(s), or any agreement requiring them to be fiscally responsible for any DISTRICT required examination, and/or testing.

If the District has any question to an employee's fitness for duty or return to duty following a layoff or leave of absence, the District, may require an employee to submit to an examination by a physician designated by the District. The District shall pay for the cost of any fitness for duty examinations at a facility designated and required by the District. If the District's physician determines that the employee is unfit for duty, the employee may seek a second opinion from a qualified physician selected and paid for by the employee, and/or the employee's insurance. If that physician determines that the employee is fit for duty, the District shall resolve the dispute by having both the District and Local select a mutually agreeable third party physician, whom is not associated with the firm/practice group or the District's initial physician, though they could be in the same hospital, from which the employee will be examined, whose examination results shall be binding on the District and the employee. This third physician's cost shall be split by the District and the employee.

### **Section 18.2. Physical Fitness**

Career employees covered by this agreement shall participate in a one (1) hour period of mandatory physical fitness activity each shift, which includes a stretching period conducted during the morning meeting. The one (1) hour of physical fitness shall be scheduled between 0800-1600 hours, and back in uniform on bay floor (performing duties) within 30 minutes following physical fitness. If mandatory workouts cannot be met hours listed due to emergency calls, or other scheduled events, the District will not invoke any discipline. Employees may still perform physical fitness activities outside of the scheduled hours provided it does not interfere with other duties.

The district may implement a voluntary physical fitness plan with agreement of the Union. Any physical fitness plan will not subject career employees to disciplinary action.

### **Section 18.3. Light Duty.**

- A. The Fire District may offer light duty for any or all employees who have been temporarily disabled as a result of a Fire District work-related injury. For temporary illnesses or injuries, the employee may request light duty, but shall not be involuntarily assigned light duty. An employee on sick leave requesting light duty shall submit such request through Light Duty Form, at least seven (7) calendar days prior to his desired light duty start date.
- B. Personnel shall obtain medical clearance to work in a light duty capacity. Proof of release for light duty shall be provided to the District.
- C. Light duty assignments made by the Fire District will be in accordance with medical restrictions and will consist of bona fide, productive work at a location and Fire Department Division specified by the Fire District. An employee recovering from a temporary work related injury that is assigned to light duty shall normally work Monday through Friday, excluding paid holidays, from 0700 to 1600 hours, with a one (1) hour unpaid lunch, provided, upon request, such employee will be assigned to work four (4) consecutive ten (10) hour days, from 0700 to 1800 hours, with a one (1) hour unpaid lunch. An employee recovering from a temporary non-work related illness or injury that is assigned to light duty will normally work Monday through Friday, from 0700 to 1600 hours, with a one (1) hour unpaid lunch. While assigned to such a light duty schedule, the employee will, when necessary, be released for a portion of the workday to attend to a doctor's appointment or therapy session directly related to such illness or injury, provided that an employee with a non-work related-illness or injury shall-utilize sick leave for such period.
- D. Nothing herein shall be construed to require the Fire District to create more than two concurrent light duty assignments, or to create a permanent light duty assignment. Light duty shall not exceed twelve (12) weeks per occurrence, provided the Fire



District may modify and extend a light duty assignment for up to an additional six (6) months by mutual consent.

- E. Employees will only be assigned to light duty tasks as the Fire District deems necessary, that are within the employees physical capabilities.

**Section 18.4. Educational Assistance.**

- A. Recognizing the mutual benefits derived from personal growth and increased work competence; the District promotes the education of its employees to improve the efficiency and effectiveness of providing its services.
- B. Reimbursement can be applied to any training that applies to the duties being performed as employment by the District. Training and education eligible for reimbursement can include any Illinois Office of the State Fire Marshall (OSFM) Certifications, training workshops, or degree programs that apply to fire fighting and/or emergency medical services.
- C. Probationary career employees will receive one half of the amount listed in Appendix A of education assistance. The District will pay the costs of OSFM fire service vehicle operator & OSFM fire apparatus engineer, which shall be initiated within the first two years of employment.
- D. Each non-probationary career employee is eligible to receive the amount listed in Appendix A of education assistance per fiscal year. No career employee may have any educational expense paid for by the district in excess of the amount listed in appendix A without mutual agreement of the District, Union, & career employee, unless specified in this agreement.
- E. Each career employee's unused education assistance funds will be rolled over year to year, to a maximum of five times the amount listed in appendix A. Career employees may use any of their available funds in a single fiscal year. Rollovers will start with the budget year beginning May 1<sup>st</sup>, 2018.
- F. Per Diem expenses is not included in limit listed in Appendix A (or accumulated total). Expenses per diem covers must be reimbursed equally for all career members. Per diem expenses may include: travel, food, lodging and anything allowed by Illinois state statutes.
- G. The District will pay for the first attempt of any Illinois office of the state fire marshal certification examination fees. This amount is in addition the amount listed in appendix A. Employees will be responsible for the cost(s) of any attempt after the first attempt paid for by the District.
- H. It is strongly encouraged that all career employees apply for the Illinois Fire Chief's Association scholarship. Scholarships will be on top of the career employee(s) yearly allotment.
- I. The fire chief has final approval of all submitted education assistance requests. The fire Chief will approve the education assistance requests provided it meets Section 18.4 A thru F.

### **Section 18.5. Intentionally Left Blank.**

### **Section 18.6. Tobacco Products.**

All employees are strongly encouraged to stop usage of tobacco products. Bargaining Unit Members, as well as non-bargaining unit members, who continue to utilize tobacco products, shall not smoke or use any tobacco products while riding or operating Fire District vehicles, at the scene of emergency incidents, during training, while checking vehicles or equipment, or at public events while on duty. All employees of the district (both bargaining unit members and non-bargaining unit members) shall confine their smoking, on District property to no less than 15 feet from the outside of the fire station building. In addition, there will be no smoking or use of tobacco products within 15 feet from any fire district vehicle. Vapors, vaporizers, smokeless tobacco, chewing tobacco, and tobacco-less smoke products are considered to be tobacco products and subject to the same restrictions. The DISTRICT's tobacco policy will be amended to reflect this section.

### **Section 18.7. Union Solicitation.**

The Union, its officers, employees, affiliates, members and agents, as well as all of the employees covered by this Agreement, shall not solicit any person or entity for contributions or donations of behalf of the Warrenville Fire Protection District. Nor may they use the words "Warrenville Fire Protection District" or "Warrenville Fire Department" or any abbreviation of either, in its name or describe or imply itself as an agent of the District. Nor may they use the District's insignia, communications systems, supplies, or materials for solicitation purposes, and solicitation by employees may not be done on work time unless prior approval is obtained from the Fire Chief, or as otherwise described in this agreement.

The foregoing shall not be construed as a prohibition of otherwise lawful solicitation efforts by the Union directed to the general public, nor shall it limit the District's right to make lawful and truthful comments concerning such solicitation.

### **Section 18.8. Residency.**

The DISTRICT does not have any residency requirements, or restrictions for EMPLOYEES. The DISTRICT agrees not to adopt, or create any residency requirements or restrictions for EMPLOYEES.

### **Section 18.9. Class Attendance During Shift.**

Provided no other career employee is off duty, a career employee may schedule time off, without loss of pay, to attend an approved class. This career employee being scheduled off for a class, will not result in mandatory overtime for career employee(s).

Scheduled class time cannot be cancelled six (6) weeks in advance, as six (6) weeks is the last opportunity a career employee has to take paid time off for class. Non-career staffing will not prevent a single career employee from being scheduled off shift for class.

**Section 18.10. Specialty Team Member Selection & Extra Duty Assignments.**

Selection will be based upon a point system

Criteria For Points:	Points:
<ul style="list-style-type: none"> <li>• Career Employee with more than two (2) years, or POC with more than five (5) years:</li> </ul>	1 point
<ul style="list-style-type: none"> <li>• Seniority (The person with highest number of years gets one point and every employee after gets a fraction divided by the total applying)</li> </ul>	1 point
<ul style="list-style-type: none"> <li>• Officer</li> </ul>	1 point
<ul style="list-style-type: none"> <li>• Currently on a special team</li> </ul>	-0.25 points per specialty certification

Each specialty team offered will be posted with an application to gather info for employee selection. The posting will be made four (4) weeks prior to selection on the bulletin board, and via email to all personnel. In the event of a tie, the specialty team position will be granted to the senior employee. Each candidate will submit a letter listing their interest, knowledge, and skills for the position to their officer. All assignments are subject to final approval of the fire chief.

**Section 18.11. Additional Authorized Classes.**

The Union and District recognize that specialty education is needed for certain positions and specialty team members. The following list of approved classes will be paid for by the district subject to appropriations.

<u>Specialty Team</u>	<u>Approved Classes</u>
Hazardous Materials	Hazardous Materials Technician A Hazardous Materials Technician B
Technical Rescue	Rope Operations Rope Technician Structural Collapse Operations Structural Collapse Technician Confined Space Trench Rescue Operations Trench Rescue Technician

Water Rescue

Open Water  
Watercraft Technician  
Water Operations  
Ice Technician  
Ice Dive Technician  
Swiftwater Technician

Tactical Emergency Medical

SWAT School  
Tactical Combat Casualty Care  
Pre-Hospital Trauma Life Support

Arson Investigator

Fire Investigator 1  
Fire Investigator 2  
Arson Investigator Course

Extra Duties

Approved Classes

Public Education

Public Fire and Safety Educator

Juvenile Fire Setter

Juvenile Fire Setter

**Section 18.12 No Contracting or Subcontracting**

During the term of this agreement, the District shall not subcontract any work performed by the Career employees covered by this agreement.

It is agreed that this limitation does not apply to any personnel not covered by this Agreement and it is further agreed that this provision does not apply to any mutual aid or automatic aid agreements.

**Section 18.13 Concealed Carry / Firearms**

The Parties agree that the District will comply with the requirements of the Illinois Concealed Carry Act (430 ILCS 66) and that the fire station and District vehicles are areas in which firearms are prohibited. It is further agreed that personal firearms may be secured in personal vehicles in the District parking lot, but cannot be moved into the fire station.

The District will allow its employees who are specialty team members of a District-approved SWAT, Metro, or other like team, to train with the team as permitted by applicable policy, which may include the use of firearms for training purposes. Any such specialty team training involving firearms may involve transport using a District vehicle.

## **ARTICLE XIX SAVINGS CLAUSE**

### **Section 19.1. Savings Clause.**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations subject to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act (5 ILCS 315/14).

## **ARTICLE XX Amendments to Agreement**

### **Section 20.1. Amendments to Agreement**

The parties mutually agree that this agreement may be modified or amended by mutual written agreement of the parties, with the understanding that both the district and the union must obtain ratification by their respective bodies, unless otherwise described in this agreement.

## **ARTICLE XXI Manning & Duties**

### **Section 21.1. Manning**

The parties jointly recognize the importance of staffing platoons with Firefighter/EMTs and Firefighter/Paramedics that are qualified and hired in accordance with the high standards established in (65 ILCS §5/10-2.1-4) (10-1-14) (70 ILCS §705/16.06(a)). Therefore, the parties agree to the following:

- A. A non-classified non-sworn employee shall not be substituted for a career employee without the express written agreement of the Union, unless as described by this agreement.
- B. Manage the safety of the career employees by maintaining a staffing of six (6) career employees and a minimum of three (3) career employees working per shift.
  1. When allowable, staffing would consist of one (1) career Captain, one (1) career Lieutenant, and a minimum of four (4) career Firefighter/Paramedics.
  2. When staffing cannot be maintained as outlined in this Section 21.1, then one (1) of the three (3) employees must be either a career Captain, or a career Lieutenant.
  3. The ranking, senior career officer will function as the officer in charge of the shift (the shift commander)
- C. The UNION recognizes the DISTRICT has employees outside of the full time employees, as described in section 21.3.

- D. The DISTRICT and the UNION will negotiate for any new permanent ranks/positions that function as part of the duty crew, unless otherwise listed in this agreement.
- E. As part of the agreed increase in manning, the District will hire three (3) additional qualified career firefighter/paramedics when awarded the SAFER grant, or after the closing of the SAFER grant, which ever comes first. The three (3) additional career firefighter/paramedics will be hired within ninety (90) days following the SAFER award closing, rejection letter receipt, or as soon as possible based on eligible members on the hiring list. The District agrees that the three (3) additional career employees will be hired no later than December 31<sup>st</sup>, 2025.

**Section 21.1A. Apparatus Manning**

Personnel	Engine 11 (frontline)	Medic 11 (frontline)	Medic 12 (second line)	Battalion 11	Career Officer Minimum Requirement	Note
5 (minimum)	3 (1 dr, 1 of)	2	Jump	0	1	None
6	3 (1 dr , 1 of)	2	Jump	1 of	2	None
6*	4 (1 dr , 1 of)	2	Jump	0	1	* When only 1 career officer is available, and no acting officers
7	4 (1 dr , 1 of)	2	Jump	1 of	2	None
7*	3 (1 dr , 1 of)	2	2	0	1	* When only 1 career officer is available
8	3 (1 dr , 1 of)	2	2	1 of	2	None
8*	4 (1dr, 1 of)	2	2	0	1	* When only 1 career officer is available
dr = driver of = career officer (2nd officer may also be career acting officer if allowed by CBA)						

For apparatus to be staffed by the duty crew, manning must meet the minimum following requirements:

- Ambulance companies
  - Two (2) Firefighter/Paramedics
  - Both paramedics must be in good standing in the District’s EMS system
  - One (1) must be cleared to drive/operate the ambulance

- Engine, Squad, Truck, & Tower companies
  - This applies to combination apparatus as well, and all other apparatus not listed
  - This excludes ambulances, command vehicles, brush vehicles, dive rescue vehicles
  - A minimum of Three (3) firefighters who are paramedics, or EMTs, which includes:
    - One of these firefighters does not have to be an EMT, or paramedic, provided the command vehicle is staffed as part of the duty crew.
    - One (1) career officer functioning as the company officer, or career firefighter acting out of rank as described in Section 8.8, & Section 8.9. when functioning as the company officer
    - One (1) must be cleared to drive/operate the apparatus
- Command Vehicles
  - One (1) career Captain, or career Lieutenant acting out of rank as described in Section 8.8. This career Captain, or career Lieutenant acting out of rank will function as a command officer.

Both the frontline engine, and the frontline ambulance must be staffed daily. The duty crew will not function as a jump company between the frontline engine, and the frontline ambulance. This will require a minimum of five (5) qualified personnel as listed in this section, while in compliance with the entire collective bargaining agreement.

**Section 21.1B. Manning Exigent Circumstances**

Exigent circumstances, defined as personnel leaving mid scheduled shift, or a mandatory overtime (force-back) shift due to:

- Illness, injury, or family emergency
- Being found unfit for duty as a result of a medical examination
- Failing a drug or alcohol test as described in this agreement
- Any other reason agreed to by both the District and the Local

In the event that exigent circumstances as defined in this section drops the duty crew staffing from five (5) personnel to four (4) personnel, the duty crew will operate with two (2) personnel on the Engine 11 (E11), and two (2) personnel on Medic 11 (M11).

The District will make every effort to bring the duty crew up to minimum manning as defined, and allowed by this agreement.

**Section 21.2. Staffing Exceptions.**

If a career employee is on a Kelly Day, vacation day, floater day, sick leave, or at school / training, the position will be filled as stated in this agreement, if staffing is below the collective bargaining agreement minimum staffing levels.

The DISTRICT currently, at minimum, staffs one ambulance and one engine with the duty crew daily. The engine's officer will be staffed by either the career lieutenant, or in the career lieutenant's absence either the career Captain, or a career acting lieutenant.

The DISTRICT, at its discretion will either utilize the career duty Captain to:

- Staff a command vehicle, where the Captain shall function as a command officer
- Staff a fire vehicle as a company officer
- Continue to staff only an ambulance & fire engine with the duty crew, where the engine will be staffed by a career officer

The District and the Union agree the district will maintain a minimum of three (3) career captains, and three (3) career Lieutenants.

If the career Lieutenant, or career Captain is off duty, the district will not staff a command vehicle as part of the duty crew, unless there are two career officers on duty, or appropriate career employee(s) acting out of rank as described in Section 8.8 & Section 8.9 in this agreement. A career Officer shall not fill the role of both officer and driver of an engine, squad, truck and/or tower, or any combination vehicle. A career employee shall not ride in an engine, squad, truck and/or tower, or any combination vehicle driven by any officer acting in the capacity of both driver and officer. Any apparatus staffed by the duty crew will have a career officer assigned as the company officer (excluding ambulances). Career employees are only subordinate to senior, and/or higher ranking full-time officers, and the current paid-on-call assistant fire Chief. The District's full-time officers are the career officers, the full-time assistant fire Chief, and the full-time fire Chief.

### **Section 21.3. Staffing Apparatus**

The duty crew will be assigned seating positions by the senior ranking career officer; assignments may not violate this agreement.

Duty crews may continue to act as jump companies. The duty crew may act as a jump company to Tower 11 (T11), Grass 11 (G11), Medic 12 (M12) & Dive 11 (V11). Each apparatus staffed by the duty crew (excluding ambulances) must have a career officer, or career employee acting out of rank as described in Section 8.7, & Section 8.8. when functioning as the company officer. Off-duty personnel may continue to staff additional apparatus due to calls.



#### **Section 21.4. Apparatus Officer Exception**

Senior ranking career officer determines the seating assignment for the apparatus as stated in section 21.3. For the purpose of mentoring, the career officer may assign a POC officer to the officer's seat if the apparatus is staffed with four qualified personnel. The career officer shall sit directly behind the individual being mentored. The career officer will not be functioning as a member of the company, will instead be mentoring. Prior to this section going into effect, the District and Union will agree on a mentoring program, which will apply this section to POC officers. The mentoring program shall not violate this agreement.

Both the District and the Union, recognize that in the situations as described in Section 21.7. Increased Duty Crew Staffing, manning with a career officer may not be possible. The District may use Paid-On-Call officers to function as the apparatus officer of a vehicle staffed with duty crew personnel, provided the following.

- Paid-On-Call officers may not be used in lieu of offering overtime to career personnel.
- Career officers, and career employees who may act out of rank are unavailable to staff these additional apparatus
- All career officers on the duty crew are staffing other apparatus, not including ambulances.
- Provisions of Section 21.1. Manning must still be met.
- Paid-On-Call officers may not be assigned as the front-line apparatus officer
- Does not violate any other provision of this agreement.

Apparatus Officer Exception only applies when section 21.7. Increased Duty Crew Staffing is in acted, and the duty crew exceeds its normal full staffing level as described in Section 21.6.

#### **Section 21.5. Definitions of Departmental Duties.**

The members of the bargaining unit shall only be required to perform those duties related to and in direct support of fire suppression, prevention and extinguishment along with those duties related to the delivery of Emergency Medical Services and routine repair and maintenance of stations, grounds and equipment. Employees will report for duty by 0700 hours. Monday – Friday, the work schedule will be from 0700 hours to 1700 hours. On Saturday / Sunday / Holiday, the work schedule will be from 0700 hours to 1200 hours. During this time, employees will follow a work schedule, which consists but is not limited to the following:

- Personnel Readiness
- Apparatus Checks
- House Duties
- Training

- Workout
- Special Duties, i.e. Pub Ed, Inspections, Hose testing,

Employees will be given an hour and a half (1 1/2) of time for lunch. Employees will be given an opportunity to eat as soon as reasonably possible if lunch is cut short or interrupted due to a call(s), this is not to say the full lunch break is guaranteed. The daily schedule can be extended past 1700 hours if vehicle/rig checks and house duties have not been completed due to emergency calls. In addition the daily schedule may be extended past 1700 hours to participate in Wednesday night training, live fire training, and acquired structure training with paid-on-call personnel.

The daily schedule is set by the senior ranking career officer. Public education events may extend the day for up to ninety (90) minutes past the times listed in both the Monday thru Friday schedules as well as the Saturday / Sunday / Holiday schedule, if it is scheduled, in advance, through the senior ranking career officer.

### **Section 21.6. Duty Crew Composition**

The duty crew is composed of the following positions:

- A. The three shifts consist of the following positions:
  1. Career Captain
  2. Career Lieutenant
  3. Career Firefighter
  4. Career firefighter.
  5. Career firefighter.
  6. Career firefighter.
  7. Paid-On-Call or Part-time Firefighter who is a Paramedic or EMT
  8. Paid-On-Call or Part-time Firefighter who is a Paramedic

If all eight (8) positions are staffed during a day, the Duty crew will be considered to be at full staffing. The District shall maintain the ability to drop the eighth paid-on-call or part-time position once the sixth career employee is added to the duty crew (during the life of this agreement). The district may add additional career firefighters beyond the numbers listed above in this section. Duty crew composition may only change as described in this agreement. Any changes in the positions, staffing levels, and/or composition of the duty crew, that is not described in this agreement must be negotiated and approved by both the District, & the Union.

### **Section 21.7. Temporary Increased Duty Crew Staffing**

The District may need to increase the duty crew staffing due to special conditions. These temporary conditions include: inclement weather, special events, disasters, and/or other situations approved by both the local and the district. When these situations occur:

- A. The Fire Chief, or his designee will notify the on duty senior ranking career officer
  - 1. Temporary desired staffing levels
  - 2. Total number of personnel authorized
  - 3. Type, and Quantity of apparatus desired to be staffed
  - 4. Authorized duration of increased staffing
- B. Staffing will be offered out to career, & paid-on-call/part-time personnel simultaneously. Sign-ups will be approved in the following manner:
 

First the duty crew will be brought up to its full normal staffing level, with the composition as described in Section 21.6. Duty Crew Composition, unless as listed in Section 1.5 Duty Crew.

When staffing is not full, as described in 21.6. Duty Crew Composition, due to a career employee's absence (career member's absence), the first to be approved for that position will be career firefighters, followed by career Lieutenants, followed by career Captains, and then part-time/ paid-on-call employees, whom have the appropriate qualifications.
- C. Career personnel must volunteer, unless as described in Sections 9.6. & 9.6A.
- D. Time for personnel to respond will match the same time frames as listed in section 9.8. Overtime Distribution.
- E. The temporary staffing increase may not exceed forty eight (48) hours without mutual agreement of the District, and the Union.

**ARTICLE XXII Standard Operating Procedures and Administrative Rules**

**Section 22.1. Rules and Regulations.**

Employees shall be required to comply with all rules and regulations, policies and procedures of the Fire District assuming such are not inconsistent or in conflict with the terms of this Agreement. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with or is inconsistent with the terms of this Agreement, it is agreed that the employees will comply with any reasonable, lawful rule, regulation, policy, or procedure upon the direction of the supervisor and any dispute over the matter will be resolved through the grievance procedure.

**Section 22.2. Promulgation of New or Revised Rules.**

New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the District agrees to notify the Union, at least ten (10) calendar days in advance, of promulgating or implementing any new or revised District ordinances, rules and regulations, or Board of Trustees rules and regulations. Such notice shall be afforded sufficiently in advance, which may exceed ten (10) calendar

days, of the proposed 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 22.3. Existing Memorandum of Understandings**

The Union, and District agree that any existing memorandum of understandings (MOUs), will be voided upon ratification of this agreement, except the following:

- September 14<sup>th</sup>, 2021 Re: Pending Captain Vacancy. This MOU will be voided upon completion of the terms and conditions as listed in the MOU.

## **ARTICLE XXIII Drug and Alcohol Testing of Employees**

### **SECTION 23.1. General Statement of Policy**

The use of illegal drugs and the abuse of legal drugs, cannabis, and alcohol by employees of the District present unacceptable risks to the safety and well-being of other employees and the public, in addition to being unlawful in some cases. Therefore, it is agreed by the Union and District, and is the policy of the District that the manufacture, distribution, dispensing, possession or use of a controlled substance or alcoholic beverage, or the abuse of legal substances which may impair or adversely affect an employee's ability to perform his or her job, is prohibited on all District properties at any time by any employee or guest, and at all times and places wherever any employee is performing employment duties for the District. In addition, all employees are prohibited from entering upon District property or from being at any time or place while performing employment duties for the District, while under the influence of alcohol, cannabis or any controlled substances (Drug Free Workplace Act, 30 ILCS 580/1 et seq.). It is the policy of the District to help provide a safe work environment and to protect the public by ensuring that employees for the District are free from the effects of drugs and alcohol in the performance and pursuit of their duties.

The prohibitions for possession of drugs or alcohol on District property and/or job sites, by employees are waived if they are in accordance with duty requirements.

### **SECTION 23.2. Definitions.**

"Drugs" or "controlled substances" shall include, but not be limited to, alcohol, cannabis, any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.); or the Cannabis Control Act (720 ILCS 550/1 et sea.); any controlled substance listed in Schedules I through V of 21 U.S.C. 812 and any look-alike substance, designer drugs or any substance, such as glue, which may have adverse effects on perception, judgment, alertness, memory or coordination.

"Impair" or "adversely affect" shall mean causing a condition in which the employee is or may be unable to properly perform his or her duties due to the effects of drugs or alcohol in his or her body. Where impairment exists or is presumed, incapacity for duty shall be presumed.

### **SECTION 23.3. Prohibitions.**

In addition to any and all other criminal, civil, or regulatory prohibitions which may be applicable, the employees shall be prohibited from the following:

- (a) Consuming, possessing, selling, purchasing, or delivering any illegal drug at any time;
- (b) Consuming alcohol or cannabis while on duty, upon District premises, and district job sites as set forth by state law, or consuming alcohol within six (6) hours prior to a scheduled work shift, or cannabis within eight (8) hours prior to a scheduled work shift;
- (c) Failing to report to the Chief or his designee:
  - 1. the use of any prescription medication and/or over the counter medications while on duty, or effecting duty hours which the employee knows or should know will have an effect on the employee's ability to safely and competently perform his duties;
  - 2. An on-duty exposure to alcohol, cannabis, or any other illegal drug
- (d) Having any level of alcohol concentration in his blood or breath of more than 0.03 grams of alcohol per 100 milliliters of blood or 0.03 grams of alcohol per 210 liters of breath; or for cannabis, having, following U.S. Department of Transportation testing standards, an initial test of greater than 50 ng/mL of marijuana metabolites, with a confirmation test of greater than 15ng/mL of Delta-9-tetrahydrocannabinol of blood, subject to the testing as set forth in Section 23.8(8.1) of this Agreement.
- (e) Being under the influence of any other drug or combination of drugs, to a degree which, in any way, impairs the employee's ability to safely and competently perform his duties.

Violation of any of the foregoing prohibitions or the failure to submit and cooperate in testing as provided in this Article shall be cause for discipline, up to and including discharge.

### **SECTION 23.4. Random drug and alcohol screening.**

The district will not conduct random drug and alcohol testing of employees, except as provided in Section 23.10.

### **SECTION 23.5. Drug and Alcohol Testing Upon Reasonable Suspicion.**

If the Chief, or his designee, has reasonable suspicion an employee has violated the prohibitions contained in this Article, the Chief, or his designee, shall have the right to require the affected employee to submit to alcohol or drug testing as set forth in this Agreement.

If a test is ordered on the basis of reasonable suspicion, the District shall advise the affected employee with written notice of the order, setting forth all the objective facts and reasonable inferences which form the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. An employee ordered to submit to testing will be escorted to testing facility.

### **SECTION 23.6. Situational Drug and Alcohol Testing.**

Nothing contained in this Policy shall limit the authority of the District to require drug and alcohol testing as it deems appropriate for persons seeking employment as employees prior to their date of hire, or following a motor vehicle accident involving an employee as the driver or operator of the equipment.

### **SECTION 23.7. Refusal to Submit to Testing.**

Any employee refusing to comply with an order for testing for drugs and/or alcohol shall be subject to discipline, up to and including discharge. The employee being ordered to submit to a drug test shall be allowed to give the urine sample in private. The employee will be given as much time and attempts as needed to give a urine sample; the employee will be given as much drinking water as needed to produce a urine sample. The employee will give a blood sample, hair sample, and/or submit to a breathalyzer as soon as it is reasonably possible.

### **SECTION 23.8. Test to be Conducted.**

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

- (1) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing and that has been accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- (2) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of each sample and test result.

- (3) Collect a sufficient sample of the same sample of blood, urine, hair, or a similarly reliable material, as needed, from the employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee as listed in this agreement. If a breath is used as a sample, blood will also be taken as a confirmation test.
- (4) Collect sample in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a urine sample.
- (5) Confirm any sample that tests positive in accordance with SAMHSA standards in effect at the time of the testing in initial screening for drugs by testing the second portion of the sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (6) Provide the employee tested with an opportunity to have the additional sample tested by a State of Illinois and SAMHSA certified clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the District of the desire to do so within three (3) business days of receiving written notification of positive test results.
- (7) Require that the laboratory or hospital facility report to the District that a blood, hair or urine sample or similarly reliable material is positive only if both the initial screening and confirmation tests are positive for a particular drug.
- (8) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .03 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive, and results showing an alcohol concentration of .0299 or less shall be considered negative.
- (8.1) Require that with regard to cannabis testing, a positive test for cannabis only indicates the presence of cannabis in the blood-- it does not test for impairment. A blood test performed by a qualified laboratory will be used to screen for the psychoactive effects of cannabis use. A Medical Review Officer (MRO) selected by the District shall review and interpret the results. The MRO must be a license physician with knowledge of substance abuse disorders, and shall be familiar with the characteristics of testing sensitivity, specificity, and predictive value, the laboratories running the tests and medical conditions and work exposures of the employees. The role of the MRO will be to review and interpret the positive test

results before rendering a decision on impairment. When an employee tests positive for cannabis at or above the levels set forth in Section 23.3, the MRO will not assume impairment, but instead shall determine, based upon current scientific data and other evidence, if the cannabis more than likely caused the behavior or impairment that resulted in the administration of the test. No disciplinary action will be taken against an employee for a positive cannabis test result unless the MRO reports a correlation between the behavior and cannabis use, and determines the employee was impaired while on duty or on call.

- (9) Provide each employee tested with a copy of all information and reports received by the District in connection with the testing and the results.
- (10) Insure that no employee is the subject of any adverse employment action, except emergency temporary reassignment or relief of duty, during the pendency of any testing procedure.
- (11) When testing is ordered, the employee may be removed from duty and placed on leave with pay pending the receipt of results.

**SECTION 23.9. Positive Test Results.**

Any test resulting in a positive report will be referred to the Chief for complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately relieved from duty, and shall be subject to disciplinary action which may include discharge, except as provided by the provisions of this agreement.

**SECTION 23.10. Voluntary Request for Assistance and Rehabilitation.**

The District shall not seek to terminate any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The opportunity for rehabilitation shall be granted for any employee who is not involved in any drug/alcohol related criminal activity and voluntarily admits to alcohol or drug abuse prior to initiation of testing procedures. This voluntary request for assistance shall only apply to non-probationary employees.

Any member who voluntarily admits to the Chief his/her use of or dependence upon illegal drugs, cannabis, and/or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. This program shall include 1 through 4 below. Employees failing to follow these sections or failing any test as provided



therein shall be considered in violation of their voluntary treatment program and subject to discipline.

The opportunity for rehabilitation (rather than discharge) shall be granted once for any employee who is not involved in any drug/alcohol related criminal activity and prior to initiation of an investigation of the member's use or sale of controlled substance by any competent state or federal authority provided the employee signs a last chance agreement containing the following:

- 1) The employee agreeing to appropriate treatment as determined by the physician(s) and/or other professionals involved in the rehabilitation program;
- 2) The employee discontinuing his use of illegal drugs, cannabis, and/or consumption of alcohol;
- 3) The employee completing the course of treatment prescribed, including an "aftercare" group for a period of at least twelve (12) months; and
- 4) The employee agreeing to submit to unlimited random testing at any time, including off duty hours, during the period of treatment and "after-care."

Employees failing to follow these sections or failing any test as provided therein shall be considered in violation of their voluntary treatment program and subject to discipline.

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

Any rehabilitation opportunities shall be provided as per the current employer provided health insurance benefits. Employees who voluntarily attempt rehabilitation and exceed their health care benefits allowed shall pay all remaining costs out of pocket.

## **ARTICLE XXIV DURATION AND TERM OF AGREEMENT**

### **Section 24.1. Duration and Notice.**

This agreement and each of its provisions shall be effective as of its Ratification by both parties and shall continue in full force and effect through April 30<sup>th</sup>, 2026. Notwithstanding any provision of this article or agreement to the contrary, this agreement shall remain in full force and effect after any expiration, or anniversary date while negotiations or resolution of impasse procedures are continuing for a new agreement between the parties. This agreement will be continued in full force and effect for an additional calendar year after the anniversary date, unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date of this contract that it desires to modify and/or amend this agreement.

**Section 24.2. Negotiations.**

The parties agree to commence negotiations on a new agreement no later than ninety (90) days prior to the date upon which this agreement expires. The parties agree to pursue negotiations in good faith for a period of at least forty-five (45) days prior to seeking the intervention of a mediator or arbitrator. This forty-five (45) day period may be extended by mutual written consent of the parties.

**Section 24.3. Ratification of New Agreement.**

If the parties, following the expiration of this agreement, reach a complete agreement on the terms of a new agreement, ratification of the new agreement shall be in accordance with the parties' respective duties under the applicable section of the IPLRA.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WARRENVILLE FIRE PROTECTION DISTRICT  
BOARD OF TRUSTEES & FIRE CHIEF

WARRENVILLE PROFESSIONAL  
FIREFIGHTERS, LOCAL 5036

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: President of Trustees Kate Perkins

Its: President Nic Tosto

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Secretary Jeff Carstens

Its: Vice-President Mike Vaughn

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Fire Chief Andy Dina

Its: Secretary-Treasurer Jeff Fiene

#### **Section 24.4. Retroactive Compensation, and Benefits**

If the contract is not ratified as of April 30<sup>th</sup>, 2023, then upon ratification of this contract, each career employee will receive all contractual obligations, as if the contract was ratified May 1<sup>st</sup>, 2023 upon ratification of this agreement. Employees will receive these obligations on the second payroll following the ratification of this agreement.

**APPENDIX A – Wages**

<b>2023 Pay Scale</b>					
<b>May 1st 2023 - April 30th 2024</b>					
2697.23	Annual Hours Worked				
26	Checks Annually (Bi-Weekly)				
6.00%	Market Rate Adjustment (increase)				
<b>Firefighter/Paramedic - Base Wage</b>					
Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate	
Probation	\$ 74,428.61	\$ 2,862.64	\$ 27.59	\$ 41.39	
2nd	\$ 84,506.80	\$ 3,250.26	\$ 31.33	\$ 47.00	
3rd	\$ 88,927.78	\$ 3,420.30	\$ 32.97	\$ 49.46	
4th	\$ 93,818.80	\$ 3,608.42	\$ 34.78	\$ 52.18	
5th	\$ 98,978.83	\$ 3,806.88	\$ 36.70	\$ 55.04	
<b>Lieutenant - Base Wage</b>					
Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate	
1st	\$ 104,886.66	\$ 4,034.10	\$ 38.89	\$ 58.33	
2nd	\$ 109,123.05	\$ 4,197.04	\$ 40.46	\$ 60.69	
3rd	\$ 113,529.77	\$ 4,366.53	\$ 42.09	\$ 63.14	
<b>Captain - Base Wage</b>					
Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate	
1st	\$ 120,465.26	\$ 4,633.28	\$ 44.66	\$ 66.99	
2nd	\$ 125,330.64	\$ 4,820.41	\$ 46.47	\$ 69.70	
3rd	\$ 130,392.41	\$ 5,015.09	\$ 48.34	\$ 72.51	
<b>7(g) pay</b>	Hourly Rate	\$ 20.94	Overtime Rate	\$ 31.41	
<b>Annual Education Assistance:</b>			\$ 1,000.00		
<b>Annual Uniform Allowance:</b>			\$ 600.00		
<b>Additional Per Specialty Team Annual Uniform Allowance:</b>			\$ 175.00		
<b>Annual Longevity Incentive:</b>			20th Year+	\$ 1,500.00	

**2024 Pay Scale**

**May 1st 2024 - April 30th 2026**

2,697.23 Annual Hours Worked  
26 Checks Annually (Bi-Weekly)  
3.50% Market Rate Adjustment (increase)

**Firefighter/Paramedic - Base Wage**

Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate
Probation	\$ 77,033.61	\$ 2,962.83	\$ 28.56	\$ 42.84
2nd	\$ 87,464.54	\$ 3,364.02	\$ 32.43	\$ 48.64
3rd	\$ 92,040.25	\$ 3,540.01	\$ 34.12	\$ 51.19
4th	\$ 97,102.46	\$ 3,734.71	\$ 36.00	\$ 54.00
5th	\$ 102,443.09	\$ 3,940.12	\$ 37.98	\$ 56.97

**Lieutenant - Base Wage**

Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate
1st	\$ 108,557.70	\$ 4,175.30	\$ 40.25	\$ 60.37
2nd	\$ 112,942.36	\$ 4,343.94	\$ 41.87	\$ 62.81
3rd	\$ 117,503.32	\$ 4,519.36	\$ 43.56	\$ 65.35

**Captain - Base Wage**

Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate
1st	\$ 124,681.54	\$ 4,795.44	\$ 46.23	\$ 69.34
2nd	\$ 129,717.21	\$ 4,989.12	\$ 48.09	\$ 72.14
3rd	\$ 134,956.14	\$ 5,190.62	\$ 50.04	\$ 75.05

**7(g) pay**                      Hourly Rate      \$              21.67      Overtime Rate      \$              32.51

**Annual Education Assistance:**    \$              1,000.00

**Annual Uniform Allowance:**    \$              600.00

**Additional Per Specialty Team Annual Uniform Allowance:**    \$              175.00

**Annual Longevity Incentive:**    20th Year+  
\$              1,500.00

**2025 Pay Scale**

**May 1st 2025 - April 30th 2026**

2697.23 Annual Hours Worked  
26 Checks Annually (Bi-Weekly)  
3.50% Market Rate Adjustment (increase)

**Firefighter/Paramedic - Base Wage**

Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate
Probation	\$ 79,729.79	\$ 3,066.53	\$ 29.56	\$ 44.34
2nd	\$ 90,525.79	\$ 3,481.76	\$ 33.56	\$ 50.34
3rd	\$ 95,261.66	\$ 3,663.91	\$ 35.32	\$ 52.98
4th	\$ 100,501.05	\$ 3,865.42	\$ 37.26	\$ 55.89
5th	\$ 106,028.59	\$ 4,078.02	\$ 39.31	\$ 58.97

**Lieutenant - Base Wage**

Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate
1st	\$ 112,357.22	\$ 4,321.43	\$ 41.66	\$ 62.48
2nd	\$ 116,895.34	\$ 4,495.97	\$ 43.34	\$ 65.01
3rd	\$ 121,615.93	\$ 4,677.54	\$ 45.09	\$ 67.63

**Captain - Base Wage**

Year of Service	Annual Base Wage	Bi-Weekly	Hourly	Overtime Rate
1st	\$ 129,045.40	\$ 4,963.28	\$ 47.84	\$ 71.77
2nd	\$ 134,257.31	\$ 5,163.74	\$ 49.78	\$ 74.66
3rd	\$ 139,679.61	\$ 5,372.29	\$ 51.79	\$ 77.68

**7(g) pay** Hourly Rate \$ 22.43 Overtime Rate \$ 33.64

**Annual Education Assistance:** \$ 1,000.00

**Annual Uniform Allowance:** \$ 600.00

**Additional Per Specialty Team Annual Uniform Allowance:** \$ 175.00

**Annual Longevity Incentive:** 20th Year+  
\$ 1,500.00

## APPENDIX B Promotions

**Pending Promotional Exams:** Any pending promotional examination at the time of ratification of this collective bargaining agreement will be conducted per the collective bargaining agreement at the time of posting of the examination dates & requirements, and placed in group one (1). However, to create an actors list, those who are ineligible, but still meet the criteria in this Appendix to test, will be placed in group two (2).

**Ranks:** Below are two different sections, one for the rank of Lieutenant, and one for the rank of Captain.

**Book Edition:** Book editions to be agreed to by both the Union & District prior to the posting of upcoming promotional exam(s).

**Testing Company:** The Illinois Fire Chief's Association will be used as the testing company, unless the Union & the District agree to utilize a different testing company prior to the posting of the promotional exam(s).

### Captain

**General:** Promotions to the rank of Captain shall be conducted in accordance with the provisions of the Fire Department Promotions Act (Public Act 93- 411, 50 ILCS 742). Nothing in this Agreement shall be construed to imply a waiver of the provisions of the Act. It is the intent of the parties that promotional examinations are to be administered in accordance with the procedures of the Act, except as expressly modified by this Agreement. Where other provisions of this appendix provide for language that is different from the language of the Act, such language shall be construed as supplementary to the language of the Act and not a waiver. The examination process for promotion to the rank of Captain shall be competitive among career Lieutenants who meet the eligibility requirements set forth below and desire to submit themselves to such process.

**Eligibility Requirements:** All Career Lieutenants shall be eligible to participate in the process for promotion to Captain, as long as they have the possibility of meeting minimum eligibility requirements prior to the promotional list expiring. Career Lieutenants shall be eligible to be placed in group one (1) if they have completed a minimum of three (3) years as a career Lieutenant with the Warrenville Fire Protection District. Anniversaries of service which affect eligibility for promotion will be considered to occur on the anniversary of the employee's date of hire. However, any gap in continuous full time service shall be subtracted from the employee's time of service for the purpose of determining eligibility. In addition, the following requirements will apply:

- Currently hold the rank of Lieutenant
- ICS 300
- ICS 400

- Fire Officer II, or Fire Officer II Provisional, or Illinois OSFM equivalent
- An Associate's degree, or higher degree, from a regionally accredited University.

**Testing:** The testing company will be utilized to conduct testing at the district's expense. The parties agree that this Appendix shall constitute compliance with Section 15(b) of the Fire Department Promotion Act. Components of the Promotional Process and the Weighting of Components, the placement of eligible candidates for a promotional list shall be based on the points achieved by the candidate on each of the following components:

**Component Percentage Weighting**

- A. Chief's Points five percent (5%)
- B. Seniority ten percent (10%)
- C. Ascertained Merit fifteen percent (15%)
- D. Assessment Center & Oral Interview thirty-five percent (35%)
- E. Written Examination thirty-five percent (35%)

Each eligible candidate shall be entitled to participate in all components of the promotional process. If a candidate wishes to withdraw from the promotional process before the completion of all components of the promotional process, the candidate shall so advise the Fire Chief in writing.

Administration of the components of the promotional process for promoting to the rank of Captain, shall be administered in the following order:

- A. Chief's Points. The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of the rank. The criteria used in assigning Chief's points shall be disclosed to all candidates prior to assigning points, and shall be job-related, and be applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List. Monitors shall not be required regarding the process of assigning Chief's Points.
- B. Seniority. Seniority points shall be computed as of the date of the written examination. Candidates in the promotional process shall be granted one-half percent (0.5%) point for each year of service after seven (7) years of service, as a sworn member of the Warrenville Fire Protection District. The seniority list shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.
- C. Ascertained Merit. The parties agree that this Section shall constitute compliance with Section 45 of the Firefighters Promotion Act. Candidates wishing to receive points under Ascertained Merit shall include substantiation of points (i.e. Copies of degrees, transcripts, or certifications, evaluations, or letters certifying involvement, etc.) with the application packet. Ascertained Merit



points shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall be computed on the basis of the following (maximum of fifteen (15) points):

FIRE CERTIFICATES/ DEGREES/ SPECIAL TEAMS	(Max 15 points)
Illinois office of the state fire marshal certification	1 point per certification
FEMA / NFA certification	1 point per certification
Specialty team member (SWAT, TRT, Water Rescue, Haz.-mat.)	2 points per team
*Associate's Degree	2 points
*Bachelor's Degree	4 points
*Master's Degree	6 points

\*Promotional candidate cannot receive combined points for an Associate's degree, Bachelor's degree, and Master's Degree. Candidate shall receive points assigned to highest degree obtained. To receive points from a degree, the degree must be from a regionally accredited university.

- D. Assessment Center and Oral Interview: The assessment center and oral interview will be conducted by the testing company. Oral interviews shall be scored by each panel member separately. Assessment center will be scored by each panel member separately. The scores of each panel member shall then be added together by the Fire Chief's Association staff, and such total shall be divided by total number of members, in order to obtain the candidate's average score. Such average score shall be multiplied by thirty-five percent (35%) in order to determine its weighted value. Upon posting of a promotional examination, the assessment center components will be included. Assessment center will not include a group exercise.
- E. Written Examination: The written exam will be developed and administered by the testing company. To insure exam integrity, the written test will not be released to the district or any other party. In the event the exam is released prior to the exam being taken, the exam will be invalidated and can no longer be used, a new exam will need to be developed. If the exam is released after the exam, the exam will be invalidated for all future tests and made available to all employees. A new written exam shall be developed for each promotional examination. The written examination shall be administered at least fourteen (14) days after all the other components have been administered. The written examination shall be developed by the testing company prior to administering the assessment center and oral interview. The written exam will not be provided to any department personnel outside of the actual administration of the exam, and collected after the exam. The written test will be divided into two sections:
- Section 1 – Open Book. Employees may use their laptop and/or a district computer and have access to both the SMOs and SOPs during the test. sixty (60) questions, multiple choice based on:

- The Edward Hospital Standing Medical Orders (Region 8 SOPs), thirty (30) questions.
- Warrenville Fire Protection District Standard Operating Procedures (SOPs), thirty (30) questions.
- Section 2 – closed book. Forty (40) questions total, multiple choice, from the following book publisher’s validated test question bank for chapters 3, 4, 5, 7, 9, 10, & 12 from Fire and Emergency services administration: Management and Leadership Practices.
- Career employees taking the exam must score a minimum of seventy percent (70%) on the written test to continue in the promotional process. Those who do not continue with the promotional process will not be placed on the final promotional list.

A digital copy will be provided to each examinee of the District SOPs (red book), and Medical SOPs of the DISTRICT’s current resource hospital, as well as informed in writing of the current edition of the book listed above being used for the written test, at least one hundred eighty (180) calendar days in advance. The written examination will be the last phase of the promotional examination process. The Written examination is weighted at thirty-five percent (35%) of the overall score. Tests will be scored immediately with scores provided to the Department the day of the Test. The Fire Chief will post the written test scores the same day as the test.

- F. The testing company will conduct the assessment center and oral interview, as well as develop and administer the written examination.

**Scoring of Components and Posting of Preliminary Promotion List.** The scores for each component of the promotional process shall be posted after each component is completed and before the next component is administered. Once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the Fire Chief, on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process, within their group. This preliminary promotion list shall then be posted on the bulletin board at each fire station. The testing company will furnish a copy of the results of all components of the promotional process and the scores for each candidate to the president of Local 5036. The president of Local 5036 will post these scores on the union bulletin board as well as make it available to any union member whom requests it.

A promotional list shall consist of two groups, as listed in Section 8.4. Promotional Examination Eligibility, and Exemptions.

**Veteran’s Preference Points and Posting of Final Promotion List.** A candidate on the preliminary promotion list who is eligible for veteran’s preference points under any applicable law may file a written application within 10 days after the initial posting of the

preliminary promotion list. If requested, the veteran's preference points shall be added to the candidate's total score on the preliminary promotion list. The fire Chief shall make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points awarded. The final promotion list shall then be posted on the bulletin board at the fire station no later than twenty-one (21) days after the expiration of the time period for claiming veteran's preference points listing, in rank order from highest to lowest, the scores of all candidates, in either group one (1), or group two (2) as described in Section 8.4. In the event of a tie between candidates, the tied candidates will be on the list with the senior ranking Lieutenant being placed higher on the list.

**Review Session.** At the conclusion of the written examination, candidates will be given a private review session with the testing company assessor(s). At the session reviews, the assessor(s) will provide the scores of the components of the examination process, provide the reasoning underlying the criteria used in assigning Chief's Points, the rationale underlying the questions posed for the oral interviews, as well as gather feedback on the examination process from the candidate. The parties agree that the substance of such feedback or reasoning is provided solely for the purpose of providing insights to the candidate to foster personal growth and improve performance, and, consistent with agreement shall not be the subject of a grievance.

**Order of Selection.** When there is a vacancy (e.g., a position becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause) or a newly created position in such rank that the Employer has funded and authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotion list, starting with group 1, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has, since the posting of the promotion list, demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform required duties in which disciplinary action has occurred resulting in suspension. If the highest ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over. Any dispute shall be subject to the grievance procedure contained in this Agreement. Any candidate may refuse a promotion once without losing his or her position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

**Duration of Final Promotion List.** A final promotion list shall be effective for a period not to exceed three (3) years. Promotional lists shall be effective for a period of three (3) years from the date of its posting or until the list is exhausted, whichever occurs first. If a vacated Captain position is not filled due to the lack of funding or authorization

by the corporate authorities and is subsequently reinstated during a period of up to five (5) years, beginning from the date on which the position(s) was vacated, such position(s) shall be filled from the list in effect when the vacancy originally occurred. All other vacancies shall be filled from the list(s) in effect when the vacancy occurs.

**Right of Review.** Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list or veteran's preference may file a grievance as listed in this Agreement, subject to the following provisions

- A. Any such grievance must be filed within fourteen (14) calendar days of the date the final promotion list is posted.
- B. The grievance shall be limited to disputes relating to a claim that the Employer failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in this Agreement.
- C. The grievance shall not involve any claims relating to disputes over the level of ratings or points awarded by an evaluator, interviewer, the Fire Chief or his designee as to any component of the test, other than the accuracy of the computations of the points awarded. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting as said officer.

**Right to attend testing.** Any employee, who is scheduled to work during any phase of the promotional testing process, will have their position filled according to Section 9.8 if their absence from the duty crew will result in the duty crew falling below minimum staffing. Employees participating in the promotional process will be allowed to drop off of shift without loss of pay to participate in the promotional examination process. In the event an employee is unable to attend the exam due to an unforeseeable emergency, the employee will be allowed to take make up this exam within fourteen (14) calendar days. This timeframe may be extended with mutual consent of the employee, Union, and District.

## **Lieutenant**

**General:** Promotions to the rank of career Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotions Act (Public Act 93-411, 50 ILCS 742). Nothing in this Agreement shall be construed to imply a waiver of the provisions of the Act. It is the intent of the parties that promotional examinations are to be administered in accordance with the procedures of the Act, except as expressly modified by this Agreement. Where other provisions of this Appendix provide for language that is different from the language of the Act, such language shall be construed

as supplementary to the language of the Act and not a waiver. The examination process for promotion to the rank of Lieutenant shall be competitive among career employees in the rank of Firefighter/Paramedic who meet the eligibility requirements set forth below and desire to submit themselves to such process.

**Eligibility Requirements:** All non-probationary career employees shall be eligible to participate in the process for promotion to Lieutenant, as long as they have the possibility of meeting minimum eligibility requirements prior to the promotional list expiring. Non-probationary career employees shall be eligible to be placed in group one (1) if they have completed a minimum of four (4) years as a career firefighter with the Warrenville Fire Protection District, and also meet the requirements below. All other non-probationary career firefighters testing will be placed in group two (2). Anniversaries of service which affect eligibility for promotion will be considered to occur on the anniversary of the employee's date of hire. However, any gap in continuous full time service shall be subtracted from the employee's time of service for the purpose of determining eligibility. In addition, the following requirements will apply:

- ICS 300
- ICS 400
- Fire Officer I, or Fire Officer I Provisional, or Illinois OSFM equivalent

**Testing:** The testing company will be utilized to conduct testing at the district's expense. The parties agree that this Appendix shall constitute compliance with Section 15(b) of the Fire Department Promotion Act. Components of the Promotional Process and the Weighting of Components, the placement of eligible candidates for a promotional list shall be based on the points achieved by the candidate on each of the following components:

**Component Percentage Weighting**

- A. Chief's Points five percent (5%)
- B. Seniority ten percent (10%)
- C. Ascertained Merit fifteen percent (15%)
- D. Assessment Center & Oral Interview thirty-five percent (35%)
- E. Written Examination thirty-five percent (35%)

Each eligible candidate shall be entitled to participate in all components of the promotional process. If a candidate wishes to withdraw from the promotional process before the completion of all components of the promotional process, the candidate shall so advise the Fire Chief in writing.

Administration of the components of the promotional process for promoting to Lieutenant rank shall be administered in the following order:

- A. Chief's Points. The Fire Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of the rank. The

criteria used in assigning Chief's points shall be disclosed to all candidates prior to assigning points, and shall be job-related, and be applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List. Monitors shall not be required regarding the process of assigning Chief's Points. Upon posting of a promotional examination, the assessment center components will be included. Assessment center will not include a group exercise.

- B. Seniority. Seniority points shall be computed as of the date of the written examination. Candidates in the promotional process shall be granted one-half percent (0.5%) point for each year of service after four (4) years of service, as a sworn member of the Warrenville Fire Protection District, this includes full-time, part-time and paid-on-call service. The seniority list shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.
- C. Ascertained Merit. The parties agree that this Section shall constitute compliance with Section 45 of the Firefighters Promotion Act. Candidates wishing to receive points under Ascertained Merit shall include substantiation of points (i.e. Copies of degrees, transcripts, or certifications, evaluations or letters certifying involvement, etc.) with the application packet. Ascertained Merit points shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall be computed on the basis of the following (maximum of fifteen (15) points):

FIRE CERTIFICATES/ DEGREES/ SPECIAL TEAMS	(Max 15 points)
Illinois office of the state fire marshal certification	1 point per certification
FEMA / NFA certification	1 point per certification
Specialty team member (SWAT, TRT, Water Rescue, Haz.-mat.)	2 points per team
*Associate's Degree	2 points
*Bachelor's Degree	4 points

\*Promotional candidate cannot receive combined points for an Associate's degree, and Bachelor's degree. Candidate shall receive points assigned to highest degree obtained. To receive points from a degree, the degree must be from a regionally accredited university.

- A. Assessment Center and Oral Interview: The assessment center and oral interview will be conducted by the testing company. Oral interviews shall be scored by each panel member separately. Assessment center will be scored by each panel member separately. The scores of each panel member shall then be added together by the fire Chiefs association staff, and such total shall be divided by total number of members, in order to obtain the candidate's average score.

Such average score shall be multiplied by thirty-five percent (35%) in order to determine its weighted value.

- B. Written Examination: The written exam will be developed and administered by the testing company. To insure exam integrity, the written test will not be released to the district or any other party. In the event the exam is released prior to the exam being taken, the exam will be invalidated and can no longer be used, a new exam will need to be developed. If the exam is released after the exam, the exam will be invalidated for all future tests and made available to all employees. A new written exam shall be developed for each promotional examination. The written examination shall be administered at least fourteen (14) days after all the other components have been administered. The written examination shall be developed by the testing company prior administering the assessment center and oral interview. The written exam will not be provided to any department personnel outside of the actual administration of the exam, and collected after the exam. The written test will be divided into two sections:
- Section 1 – Open Book. Employees may use their laptop and/or a district computer and have access to both the SMOs and SOPs during the test. sixty (60) questions, multiple choice based on:
    - The Edward Hospital Standing Medical Orders (Region 8 SOPs), thirty (30) questions.
    - Warrenville Fire Protection District Standard Operating Procedures (SOPs), thirty (30) questions.
  - Section 2 – closed book. Forty (40) questions total, multiple choice, from the following book publisher’s validated test question bank for chapters 3, 4, 5, 6, 7, 9, 11, 12, 15, & 19 from Fire Officer: Principles And Practice.
  - Career employees taking the exam must score a minimum of seventy percent (70%) on the written test to continue in the promotional process. Those who do not continue with the promotional process will not be placed on the final promotional list.

A digital copy will be provided to each examinee of the District SOPs (red book), and Medical SOPs of the DISTRICT’s current resource hospital, as well as informed in writing of the current edition of the book listed above being used for the written test, at least one hundred eighty (180) calendar days in advance. The written examination will be the last phase of the promotional examination process. The Written examination is weighted at thirty-five percent (35%) of the overall score. Tests will be scored immediately with scores provided to the Department the day of the Test.

- C. The testing company will conduct the assessment center and oral interview, as well as develop and administer the written examination.

**Scoring of Components and Posting of Preliminary Promotion List.** The scores for each component of the promotional process shall be posted after each component is completed and before the next component is administered. Once all candidates have

completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the fire Chief, on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process, within their group. This preliminary promotion list shall then be posted on the bulletin board at each fire station. The testing company will furnish a copy of the results of all components of the promotional process and the scores for each candidate to the president of Local 5036. The president of Local 5036 will post these scores on the union bulletin board as well as make it available to any union member whom requests it.

A promotional list shall consist of two groups, as listed in Section 8.4. Promotional Examination Eligibility, and Exemptions.

**Veteran's Preference Points and Posting of Final Promotion List.** A candidate on the preliminary promotion list who is eligible for veteran's preference points under any applicable law may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, the veteran's preference points shall be added to the candidate's total score on the preliminary promotion list. The fire Chief shall make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points awarded. The final promotion list shall then be posted on the bulletin board at the fire station no later than twenty-one (21) days after the expiration of the time period for claiming veteran's preference points listing, in rank order from highest to lowest, the scores of all candidates, in either group one (1), or group two (2) as described in Section 8.4. In the event of a tie between candidates, the tied candidates will be placed in order based upon with total time with the district, including full-time, part-time, & paid-on-call.

**Review Session.** At the conclusion of the written examination, candidates will be given a private review session with the testing company assessor(s). At the session reviews, the assessor(s) will provide the scores of the components of the examination process, provide the reasoning underlying the criteria used in assigning Chief's Points, the rationale underlying the questions posed for the oral interviews, as well as gather feedback on the examination process from the candidate. The parties agree that the substance of such feedback or reasoning is provided solely for the purpose of providing insights to the candidate to foster personal growth and improve performance, and, consistent with agreement shall not be the subject of a grievance.

**Order of Selection.** When there is a vacancy (e.g., a position becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause) or a newly created position in such rank that the Employer has funded and authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotion list starting with group 1, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to



conclude that the highest ranking person has, since the posting of the promotion list, demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform required duties in which disciplinary action has occurred resulting in suspension. If the highest ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over. Any dispute shall be subject to the grievance procedure contained in this Agreement. Any candidate may refuse a promotion once without losing his or her position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

**Duration of Final Promotion List.** A final promotion list shall be effective for a period not to exceed three (3) years. Promotional lists shall be effective for a period of three (3) years from the date of its posting or until the list is exhausted, whichever occurs first. If a vacated Lieutenant position is not filled due to the lack of funding or authorization by the corporate authorities and is subsequently reinstated during a period of up to five (5) years, beginning from the date on which the position(s) was vacated, such position(s) shall be filled from the list in effect when the vacancy originally occurred. All other vacancies shall be filled from the list(s) in effect when the vacancy occurs.

**Right of Review.** Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list or veteran's preference may file a grievance as listed in this Agreement, subject to the following provisions

- A. Any such grievance must be filed within fourteen (14) calendar days of the date the final promotion list is posted.
- B. The grievance shall be limited to disputes relating to a claim that the Employer failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in this Agreement.
- C. The grievance shall not involve any claims relating to disputes over the level of ratings or points awarded by an evaluator, interviewer, the Fire Chief or his designee as to any component of the test, other than the accuracy of the computations of the points awarded. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting as said officer.

**Right to attend testing.** Any employee, who is scheduled to work during any phase of the promotional testing process, will have their position filled according to Section 9.8 if their absence from the duty crew will result in the duty crew falling below minimum

staffing. Employees participating in the promotional process will be allowed to drop off of shift without loss of pay to participate in the promotional examination process. In the event an employee is unable to attend the exam due to an unforeseeable emergency, the employee will be allowed to take make up this exam within fourteen (14) calendar days. This timeframe may be extended with mutual consent of the employee, Union, and District.

## Appendix C – Seniority Lists

### A. Seniority

Name	Career Hire Date	Interruptions of Career Service
1. Fiene, Jeff	April 11 <sup>th</sup> , 2006	None
2. Zabler, Bill	April 9 <sup>th</sup> , 2007	None
3. Tosto, Nic	Dec. 3 <sup>rd</sup> , 2013	None
4. Hamman, Josh	June 1 <sup>st</sup> , 2015	None
5. Vaughn, Mike	Jan. 14 <sup>th</sup> , 2017	None
6. LaForge, Bryan	April 2 <sup>nd</sup> , 2019	None
7. Reavy, James	July 12 <sup>th</sup> , 2021	None
8. Volpe, Christopher	July 13 <sup>th</sup> , 2021	None
9. Yager, James	Oct. 25 <sup>th</sup> , 2021	None
10. Wiedmyer, Austin	Jan. 13 <sup>th</sup> , 2022	None
11. Kloska, Andrew	July 15 <sup>th</sup> , 2022	None
12. Cochran, Nicholas	February 6 <sup>th</sup> , 2023	None
13. Sheahan, Kevin	February 14 <sup>th</sup> , 2023	None
14. Koelper, David	March 13 <sup>th</sup> , 2023	None
15. Vacancy		
16. Vacancy after 12/31/2025		
17. Vacancy after 12/31/2025		
18. Vacancy after 12/31/2025		

### B. Seniority by Rank (Senior Ranking)

Rank	Name	Promotion Date	Interruptions of Service in Grade
1. Captain	Fiene, Jeff	April 19 <sup>th</sup> , 2017	None
2. Captain	Zabler, Bill	July 13 <sup>th</sup> , 2021	None
3. Captain	Tosto, Nic	Oct. 1 <sup>st</sup> , 2021	None
4. Lieutenant	Hamman, Josh	Oct. 26 <sup>th</sup> , 2020	None
5. Lieutenant	Vaughn, Mike	July 12 <sup>th</sup> , 2021	None
6. Lieutenant	LaForge, Bryan	Oct. 1 <sup>st</sup> , 2021	None
7. Firefighter	Reavy, James	July 12 <sup>th</sup> , 2021	None
8. Firefighter	Volpe, Christopher	July 13 <sup>th</sup> , 2021	None
9. Firefighter	Yager, James	Oct. 25 <sup>th</sup> , 2021	None
10. Firefighter	Wiedmyer, Austin	Jan. 13 <sup>th</sup> , 2022	None
11. Firefighter	Kloska, Andrew	July 15 <sup>th</sup> , 2022	None
12. Firefighter	Cochran, Nicholas	February 6 <sup>th</sup> , 2023	None
13. Firefighter	Sheahan, Kevin	February 14 <sup>th</sup> , 2023	None
14. Firefighter	Koelper, David	March 13 <sup>th</sup> , 2023	None
15. Vacancy			
16. Vacancy after 12/31/2025			

17. Vacancy after 12/31/2025
18. Vacancy after 12/31/2025