

AGREEMENT

Between the

Warrenville Fire Protection District

AND

Warrenville Professional Firefighters Association Local 5036, IAFF

May 1st, 2023 – April 30th, 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 (30th) 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 1st, 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 30th each year.

The VEBA plan will be initiated for employees on the 1st 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 1st 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 1st.

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

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

- Union Group 1 (After 1st year to 5 years): 2% of salary (including overtime)
- Union Group 2 (5th year to 10th): 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 (13th) 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 2nd ambulance level and higher, any general alarm or higher, any full-still alarm outside of an activated fire alarm, any 2nd 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 1st, 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 1st. 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 16th, 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 1st 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

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 1st 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 1st 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, turn-out 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 1st, 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"> • Career Employee with more than two (2) years, or POC with more than five (5) years: • Seniority (The person with highest number of years gets one point and every employee after gets a fraction divided by the total applying) • Officer • Currently on a special team 	<p style="text-align: right;">1 point</p> <p style="text-align: right;">1 point</p> <p style="text-align: right;">1 point</p> <p style="text-align: right;">-0.25 points per specialty certification</p>

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 31st, 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 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 14th, 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 30th, 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: _____
Its: President of Trustees Kate Perkins

By: _____
Its: President Nic Tosto

Attest:

Attest:

By: _____
Its: Secretary Joe Rogers

By: _____
Its: Vice-President Mike Vaughn

By: _____
Its: Fire Chief Andy Dina

By: _____
Its: Secretary-Treasurer Jeff Fiene

Section 24.4. Retroactive Compensation, and Benefits

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

APPENDIX A – Wages

2023 Pay Scale					
May 1st 2023 - April 30th 2024					
2697.23	Annual Hours Worked				
26	Checks Annually (Bi-Weekly)				
6.00%	Market Rate Adjustment (increase)				
Firefighter/Paramedic - Base Wage					
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	
Lieutenant - Base Wage					
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	
Captain - Base Wage					
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	
7(g) pay	Hourly Rate	\$ 20.94	Overtime Rate	\$ 31.41	
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	

2024 Pay Scale

May 1st 2024 - April 30th 2025

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:
 - o 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 th , 2006	None
2. Zabler, Bill	April 9 th , 2007	None
3. Tosto, Nic	Dec. 3 rd , 2013	None
4. Hamman, Josh	June 1 st , 2015	None
5. Vaughn, Mike	Jan. 14 th , 2017	None
6. LaForge, Bryan	April 2 nd , 2019	None
7. Reavy, James	July 12 th , 2021	None
8. Volpe, Christopher	July 13 th , 2021	None
9. Yager, James	Oct. 25 th , 2021	None
10. Wiedmyer, Austin	Jan. 13 th , 2022	None
11. Kloska, Andrew	July 15 th , 2022	None
12. Cochran, Nicholas	February 6 th , 2023	None
13. Sheahan, Kevin	February 14 th , 2023	None
14. Koelper, David	March 13 th , 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 th , 2017	None
2. Captain	Zabler, Bill	July 13 th , 2021	None
3. Captain	Tosto, Nic	Oct. 1 st , 2021	None
4. Lieutenant	Hamman, Josh	Oct. 26 th , 2020	None
5. Lieutenant	Vaughn, Mike	July 12 th , 2021	None
6. Lieutenant	LaForge, Bryan	Oct. 1 st , 2021	None
7. Firefighter	Reavy, James	July 12 th , 2021	None
8. Firefighter	Volpe, Christopher	July 13 th , 2021	None
9. Firefighter	Yager, James	Oct. 25 th , 2021	None
10. Firefighter	Wiedmyer, Austin	Jan. 13 th , 2022	None
11. Firefighter	Kloska, Andrew	July 15 th , 2022	None
12. Firefighter	Cochran, Nicholas	February 6 th , 2023	None
13. Firefighter	Sheahan, Kevin	February 14 th , 2023	None
14. Firefighter	Koelper, David	March 13 th , 2023	None
15. Vacancy			
16. Vacancy after 12/31/2025			

17. Vacancy after 12/31/2025
18. Vacancy after 12/31/2025

06/28/2023 Trustee Meeting

PROPOSED non-bargaining unit personnel payroll increases

Position	Current hourly rate 04/30/2023	Proposed hourly rate 05/01/2023	% Increase
Administrative Assistant	\$ 23.00	\$ 24.38	6.00%
Assistant Fire Chief (<i>salary</i>)	\$ 130,000.00	\$ 140,000.00	7.69%
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	\$ 150,000.00	7.14%
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	\$ 20.00	11.11%
POC extended call pay	\$ 13.22	\$ 20.00	51.29%
POC per call pay	\$ 15.00	\$ 20.00	33.33%
POC per training pay	\$ 30.00	\$ 40.00	33.33%
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%