AGREEMENT

between

WEST CHICAGO FIRE PROTECTION DISTRICT

and

WEST CHICAGO PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 3970, IAFF

June 1, 2025

Through

May 31, 2028

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AGREEMENT

This Agreement is made and entered into by and between the WEST CHICAGO FIRE PROTECTION DISTRICT (hereinafter referred to as the "District") and the WEST CHICAGO PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF LOCAL NO. 3970 (hereinafter referred to as the "Union").

PREAMBLE

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District; to encourage and improve efficiency and productivity; and to provide procedures for the prompt, equitable and peaceful adjustment of grievances as provided herein. The District and the employees covered by this Agreement regard themselves as public servants governed by the highest ideals of honor and integrity in all their public and personal conduct, in order that they may merit the respect and confidence of the general public.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
RECOGNITION AND REPRESENTATION

Section 1.1. Recognition.

The District recognizes the Union as the sole and exclusive bargaining representative for all full-time sworn personnel employed by the District with the rank of captain and below, but excluding the Fire Chief, Deputy Chief, and three (3) Battalion Chiefs, all part-time personnel, all paid-on-call personnel, and all supervisory, confidential and managerial personnel, and all civilian and clerical employees employed by the District. Persons encompassed within the above-referenced bargaining unit shall individually and collectively be referred to herein as "employee" and "employees."

Section 1.2. Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the District and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.3. Job Descriptions.

The District's job descriptions for bargaining unit positions, shall apply to employees covered by this Agreement in accordance with the terms of such job descriptions. The District reserves the right to change or otherwise modify such job description(s), so long as such change(s) or modification(s) does not violate the terms of this Agreement.

ARTICLE 2
UNION SECURITY AND RIGHTS

Section 2.1. Dues Deductions.

Upon receipt of a voluntarily signed authorization form an employee in the Union, the District agrees to deduct from said employee's pay uniform monthly dues. Deductions will begin with the month following the month in which the authorization is received by the District.

The Union will notify the District in writing of the amount to be deducted. Amounts deducted will be remitted to the Union within ten (10) days of deduction. The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the District's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year by giving the District at least forty-five (45) days' notice of any change in the amount of the uniform dues to be deducted. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration of the contract or as otherwise provided by law.

If an employee has no earnings or insufficient earnings to cover the amount of dues

deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2.2. Indemnification.

The Union shall indemnify and hold harmless the District, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the District for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under this Agreement.

Section 2.3. Fair Share.

In Janus v. AFSCME, 585 U.S. (2018), the Supreme Court held that fair share clauses, such as that contained in Article 2, Section 2.3, are unconstitutional. The Union and District agree to strike the fair share provisions contained in Article 2, Sections 2.3 and replace it with this paragraph. In the event the law changes such that fair share clauses are no longer prohibited in a collective bargaining agreement, the Union and District agree to collectively bargain regarding the terms of a new fair share clause.

Section 2.4. Union Space for Bulletin Boards.

The District will make available space for a reasonable size bulletin board at each station, at a location agreed upon by both parties, for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of such Union notices to such bulletin boards. A copy of any posting will be provided to the Chief or his/her designee at the time of posting. No other Union notices or materials shall be posted on any other District property or equipment. One sticker no larger than four inches by four inches approved by the District may be placed on fire apparatus.

Section 2.5. Meeting Place for Union Business.

The District will allow the Union to hold up to six (6) meetings annually in a station area reasonably deemed appropriate by the Chief or his/her designee. The Chief shall be provided, whenever possible, at least seventy-two (72) hours' advance notice of such meeting(s).

Any additional Union meetings held in the District's fire stations will require express advance approval by the Fire Chief, or his/her designee. Such meetings shall not disrupt departmental functions or operations, nor shall they jeopardize the health or safety of District residents as reasonably determined by the Chief. This provision shall not be interpreted to allow employees from one station to abandon that station without prior express approval of the Chief.

Section 2.6. Charter Display.

The District agrees to allow the Union to display its International Association of Fire Fighters Charter in a mutually agreed upon location within Station 6.

Section 2.7. Union File Cabinet.

The District will make space available for a lockable file cabinet at a mutually agreed to location. The cabinet, provided by the union, shall be of a size and color approved by the Fire Chief or his/designee.

ARTICLE 3
MANAGEMENT RIGHTS

Except as specifically limited by other articles of this Agreement, the District retains all of its traditional rights to make and implement decisions with respect to the operation and management of the District in all respects. Such rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the District; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to establish and modify standards and/or criteria for employee training and education; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement consistent with SB 834, 70 ILCS 705/16.06, to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend, demote and/or discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to change, combine or modify job duties and to otherwise carry out the mission of the District, provided, however, that the exercise of any of the above rights shall not conflict with any of the written provisions of this Agreement.

ARTICLE 4
HOURS OF WORK AND OVERTIME

Section 4.1. Purpose.

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week or work cycle.

Section 4.2. Normal Work Day and Work Week.

Employees of the District shall normally be assigned to regular work shifts. These regular work shifts shall begin between 7:00 a.m. and 8:00 a.m. and continue for twenty-four (24) consecutive hours, followed by forty- eight (48) consecutive hours off work. A change in the starting time of shifts shall occur no more than once in a rolling twelve (12) month period. For FLSA purposes, employees shall be considered to be working 21-day work cycles. Shift personnel shall normally have assigned duties each shift day for no more than nine (9) hours per shift, with one (1) such hour allotted for lunch, one fifteen (15) minute break during the first four (4) hours of the shift and a second four hours of the shift, all subject to emergency call(s) and follow-up duties incidental to such emergency call(s). The District may also require employees to engage in additional training on a reasonable basis as determined as appropriate by the District.

Section 4.3. Maximum Hours of Work.

Employees shall normally not work more than forty-eight (48) consecutive hours on duty. After forty-eight (48) consecutive hours on duty, that employee shall normally have at least eight (8) hours off duty. This forty-eight (48) hour maximum on duty limitation may be extended only to complete work in progress or upon mutual agreement of the employee and the Chief or his/her designee.

Section 4.4. Changes in Normal Work Day, Work Week and/or Work Cycle.

The District retains the right to make changes in an employee's normal work day or start time under highly unusual and operationally compelling circumstances to provide for the public welfare. In addition, changes may occur as described below.

a) Employees may be changed between shifts by the Chief or his/her designee no more than once every year, except as otherwise outlined below in subparagraphs (c) and (d).

b) Group Shift Change. Any employee who is part of a group whose shift will be involuntarily changed shall be given at least fourteen (14) days advance notice prior to the start of vacation scheduling, and such shift change(s) will occur on the second, third or fourth shifts in January. When an involuntary group shift transfer occurs, any employee who will be scheduled to work more hours than his/her previous shift would

have worked in that work cycle will be compensated overtime rates if called for in Section 4.6 (Overtime) of this Agreement. Any employees who work back-to-back shifts due to an involuntary shift transfer will be compensated with a twenty-four (24) hour duty day off that same week or be paid overtime for that extra shift.

c) Voluntary Shift Transfers. Employees of equal rank and/or qualifications may request to change shifts once each year, thirty (30) days prior to the start of vacation scheduling. When two employees mutually agree to change work shifts, they shall submit their request to the Chief or his/her designee on or before September 15. A request for a voluntary shift change may be granted or denied by the Chief or his/her designee. Notice of such approval or denial shall be provided to the employees affected in writing no later than seven (7) days prior to the start of vacation scheduling. If the request is denied, the notice shall provide the reason for such denial.

d) Emergency Transfers. When the need arises for an emergency transfer due to long-term illness, injury, extended leave or other situations agreed to by the parties, to be in the best interest of the District, the District may transfer an employee to create or fill the vacancy. When an emergency transfer is needed to fill a vacancy, the District shall attempt to find a qualified employee who will agree to change shifts. If no employee volunteers, the District can assign an employee. The least senior employee shall be assigned the vacancy where reasonable and practicable. Employees who are moved for this purpose shall be compensated as outlined in subparagraph (b) above, and any previously approved vacation time will be granted to such employee even if there is another employee on an approved leave, subject to the provisions of Section 9.2 (Vacation Scheduling), subparagraph f. If it becomes necessary for an emergency transfer to occur more than once in a year, the District shall rotate the employee to be moved.

e) Permanent Change. Should the District decide to establish a permanent change in the normal day, work week or normal work cycle of an employee or employees (this excludes temporary shift changes for training or fire prevention bureau assignments; this does not allow for the wholesale elimination of the 24-hour work schedule for the entire bargaining unit), the District will give prior notification to the Union and, upon request, bargain over the impact (if any) of such change upon employees including any loss of money caused because of a pre-paid travel ticket where an employee's vacation may need to be changed. The District may temporarily implement the desired permanent change pending the outcome of appropriate impasse resolution procedures under the Illinois Public Labor Relations Act.

f) General Shift Transfer. The intent of the general transfer process is to provide an effective and fair system with regard to the transferring of shift personnel between

shifts in an effort to promote shift and company unity, cohesion, and safety. General transfers are in opposition to a bidding process, or any other such process that encourages the routine break-up of station and company level assignments.

(1) Once the shift assignment vacancy occurs (e.g., retirement, promotion, etc.), the Fire Chief will then confirm the vacancy (e.g., an announced retirement is actually made official), and the affected Battalion Chief will then immediately post the vacancy for a period of (7) days. Any general transfer requests must be submitted to the affected Battalion Chief within this (7) day posting period.

(2) Making it eligible for the general transfer as follows: The vacant assignment is first made eligible to personnel based on seniority, equal Rank and/or qualifications (if applicable). All transfer requests must be forwarded to the Battalion Chief, who has the vacancy. Any type of transfer filling the first vacant assignment will create a second vacancy.

(3) The second vacancy is filled following the above process. The ability to post a third vacancy for general transfer will be the decision of the Fire Chief, based on the future placement of probationary personnel and/or any other possible considerations that could affect shift operations. The eligibility of a third vacant assignment for general transfer shall also be reviewed with the Union President before any decision is rendered. It must be noted that cross-shift general transfers will result in a forfeit of the transferee's existing vacation and work reduction days. Anyone taking a vacated members position will assume the transferees block of Vacation and Work Reduction days. Any extra days will mirror the transferees original block of days.

Section 4.5. Work Reduction Days.

The District shall provide every employee regularly scheduled to work 24-hour shifts the equivalent of every 13th shift off (without loss of pay) as a work reduction day, to equal a total of 10 days/year Employees shall select work reduction days using Section 9.2, Vacation and Work Reduction Day Scheduling. If an employee leaves a particular shift as a result of a shift transfer, promotion, or shift change, the employee will be assigned work reduction days on their new shift that mirror their previous selections as closely as possible, regardless of existing vacation days, work reduction days and/or staffing levels.

Section 4.6. Overtime.

The District may assign overtime work and such assignments shall not be refused by employees. Overtime shall be paid as follows:

a) Contractual Overtime. Employees shall be compensated at the overtime rate of time and one-half an employee's straight-time hourly rate of pay for all hours worked in excess of those regularly scheduled for bargaining unit members

b) FLSA Overtime. Employees regularly scheduled to work 24-hour shifts shall be compensated at the overtime rate of time and one-half an employee's straight- time hourly rate of pay for all hours worked in excess of 182 hours in a 24-day work period, and in excess of 159 hours in a 21-day work period, in accordance with the requirements of Section 7(k) of the Fair Labor Standards Act. The provisions of this subsection (b) are not intended to supersede the provisions of subsection(a), above.

c) Overtime Rate of Pay. The regular straight-time hourly rate of pay for all employees regularly scheduled to work 24-hour shifts shall be calculated by dividing the employee's annual salary (plus longevity and incentives) by 2680.

Section 4.7. Holdover.

When an employee is requested by the District to work additional time due to emergency calls immediately after the regular work shift without interruption, the employee will be guaranteed a minimum of one half hour of pay based on the employee's overtime rate of pay. If an employee is requested by the District to work additional time due to late personnel immediately after the regular work shift without interruption, the employee will be guaranteed a minimum of one half (½) hour's pay at the employee's overtime rate of pay, and the employee who is late will have their pay docked accordingly. Any time, in addition to the first half hour will be paid in fifteen (15) minute increments. Holdover hours will not affect the regular overtime list.

Section 4.8. Mandatory Overtime.

When it becomes necessary to fill a vacancy on a mandatory basis and time and/or circumstances are such that a replacement cannot be obtained from the regular overtime procedures, the following procedure will be used as the mandatory overtime program:

a) Two mandatory overtime lists shall be created on each shift, one for lieutenants and one for firefighters, with the list maintained in inverse order of seniority; each list shall be one of rotation.

b) After an employee has been required to work a mandatory overtime shift, he/she will no longer be eligible to work a mandatory overtime shift until the list has been exhausted or no one earlier on the list is available.

c) The next eligible on duty person on the mandatory overtime list on the off-going shift having the necessary qualifications will be required to fill the vacant position or find

an employee of equal rank or qualifications to fill the position. Members meeting the criteria listed below shall not be held over for mandatory overtime, except during extenuating circumstances, as agreed upon by the District and the Union.

(1) Members who have scheduled time off between the time of mandatory hire back and their next regularly scheduled shift, including: already scheduled trade, vacation, work reduction and/or flex time day(s).

(2) Members who have an approved school request on the day of the mandatory hire back for a class that is three (3) days or longer.

d) If during the tour of duty of any forced back member (mandatory hire back), they can find their own coverage and it does not hinder the operation of the District, they can then be relieved by the other member. The original member will receive credit for the mandatory overtime hire back and go to the bottom of the list. The relieving member will not get credit for the mandatory hire back, but will also not be charged on the voluntary hire back list.

e) Pay will be at one and one-half (1-1/2) times the employee's normal rate of pay.

f) It is the general intention of the District to have at least one (1) lieutenant on duty at all times. Therefore, absent unusual and compelling circumstances, where there is no lieutenant otherwise on duty or voluntarily available, the lieutenant's mandatory overtime list will be used by the District and where there is a lieutenant already on duty the lieutenant's mandatory overtime list will not be used by the District.

Section 4.9. Shift Exchange.

Employees will be permitted to mutually exchange full or partial (one (1) hour or more) shifts with other members, as long as the following criteria are met:

(1) The exchange will not interfere with the normal operations of the District, such as training or emergency call situations or as otherwise reasonably determined by District management.

(2) The exchange and payback must be completed within eighteen (18) months of the original exchange date or the payback will be lost. The payback of a shift exchange will be the sole responsibility of the employees involved. Additionally, the District will be under no obligation to track or maintain records of any outstanding trade/paybacks, or be held responsible for any paybacks lost.

(3) The request must be submitted per policy, to the Battalion Chief at least twelve (12) hours prior to the requested exchange. Both parties and the affected Battalion Chiefs will be included in the email request and will be informed of any changes to the request. In the event of a family emergency, the Chief or his/her designee may waive this twelve (12) hour notification requirement. For trades of four (4) hours or less, where the employee does not have prior notice, the twelve (12) hour notice requirement shall be waived.

(4) An employee's failure to provide prior notice to the District of a trade of four (4) hours or less where the employee has such notice shall result in, among other things, the employee's loss of the right to have duty trades of four (4) hours or less for up to

eighteen (18) months.

(5) Duty trades shall involve employees of equal rank and qualifications, Lieutenant for Lieutenant, and Firefighter for Firefighter so long as staffing is not adversely affected.

(6) Probationary employees shall be limited to three (3) twenty-four (24) hour trades and three (3) twelve (12) hour shift trades during their first year of employment. If the employee is meeting the District standards and has positive performance reviews, the Battalion Chief on their assigned shift may approve additional shift trades.

(7) Duty trade hours worked shall not be counted towards hours worked for overtime purposes under Section 4.6 (Overtime) of this Agreement.

Section 4.10. Voluntary Overtime Hire Back

a) Hirebacks shall be made using the procedure detailed in the District hireback policy. The District and the Union mutually agree that the hireback policy will not be changed without written agreement by both parties.

b) The District and the Union also mutually agree that the Union will make notifications for overtime hirebacks and maintain the overtime lists.

c) The Station 6 officer (sworn or acting Lieutenant) shall serve as the Union's representative for overtime list maintenance and shall be responsible for performing hirebacks, unless unavailable due to emergency call(s).

d) Should questions or concerns about hirebacks and/or staffing occur, the District and Union representatives should work cooperatively to come to an agreement.

e) Disputes over hirebacks shall be resolved by: internal union discussion, labor management meetings, grievance procedure and/or discipline procedure; as appropriate.

f) Neither the Union nor the District shall be held responsible for missed notifications for any reason outside of their control.

Section 4.11. Emergency Incident Call-Backs.

a) Employees who are off duty and report for a call-back during an emergency incident shall be compensated as follows:

b) If the employee is off duty in a non-paid status, then the employee shall be paid time and one-half (1-1/2) for all such hours worked during such emergency incident and such hours shall not be considered part of the employee's cycle pay;

c) If the employee is off duty in a paid status, such as off on a paid vacation day, then the employee shall be paid 1-1/2 (one and one-half) their normal rate of pay for all such hours worked in addition to the pay he is receiving on that day off, and such hours shall not be considered part of the employee's cycle pay.

d) Such employees shall receive a minimum of one (1) hour's pay at the applicable rate stated above for such hireback and may be required to work all such time. Subsequent time worked shall be paid in one-quarter (1/4) hour increments.

Section 4.12. Section 7(g) Agreements.

The District reserves the right to enter into Section 7(g) Agreements with bargaining unit employees in accordance with the provisions of the Fair Labor Standards Act to do secondary work in positions agreed upon by the District and the Union. The District will notify bargaining unit members of available 7(g) positions and their applicable requirements via email message. Employee selection will be based on factors including qualifications, availability, seniority and current/previous 7(g) assignment(s). With the exception of instructors or support staff conducting training evolutions in Immediately Dangerous to Life or Health (IDLH) environments, 7(g) assignments shall be compensated pursuant to the 7(g) wage chart set forth below. Instructors and support staff conducting training evolutions in IDLH environments shall be compensated at their regular applicable overtime rate pursuant to the rates established in Article 6.

Additionally, where members are either requested or required to attend off-duty training and the Instructor is a bargaining unit employee, the bargaining unit Instructor will be compensated at their regular applicable overtime rate pursuant to the rates established in Article 6. These training sessions will be assigned only by the District.

All 7(g) assignments will be paid at the rates listed below:

	Wages Effective 6/1/2025	**Wages Effective 6/1/2026**	**Wages Effective 6/1/2027**
Base rate	$23.93	$24.83	$25.76
Actual hourly pay	$35.89	$37.24	$38.64

A form, attached hereto as Appendix B, signed by the District, the Union and the affected employee shall be executed in order for the 7(g) position to be valid.

Section 4.13. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 5
NON-DISCRIMINATION

The District shall not discriminate against any employee covered by this Agreement in a manner which would violate State or Federal law because of race, sex, age, disability, religion, creed, color, national origin, political activities, or Union membership or non-membership. Any dispute concerning the interpretation and application of this paragraph shall be processed only through Step 3 of the grievance procedure. Any further dispute concerning the matter shall thereafter be processed only through the appropriate federal or state agency or court rather than through the remaining step of the grievance procedure set forth in this Agreement.

ARTICLE 6
SALARIES AND OTHER COMPENSATION

Section 6.1. Base Wages.

Employees covered by this Agreement shall be compensated pursuant to the following wage schedule:

Firefighter/Paramedic Wages			
	Wages Effective 6/1/25 4.5%	**Wages Effective 6/1/26 3.75%**	**Wages Effective 6/1/27 3.75%**
Start	$81,995	$ 85,069	$ 88,259
After one year	$84,881	$ 88,064	$ 91,366
After two years	$92,045	$95,496	$ 99,077
After three years	$98,521	$102,215	$106,048
After four years	$104,666	$108,590	$112,662
After five years	$110,465	$114,609	$118,907

Lieutenant/Paramedic Wages			
	Wages Effective 6/1/25 4.5%	**Wages Effective 6/1/26 3.75%**	**Wages Effective 6/1/27 3.75%**
Start	$ 118,962	$ 123,423	$ 128,052
After one year	$122,515	$ 127,110	$ 131,876
After two years	$ 126,186	$ 130,918	$ 135,828

(Any Firefighter or Lieutenant who does not have a paramedic license shall have 3% deducted from the above salary schedule.)

If applicable, the above wage increases shall apply retroactively, with such wage increases being effective on June 1, 2025 on all hours actually compensated, for all employees employed on the date this Agreement is executed and prorated from June 1, 2025 until the date any employee left the active payroll due to death or retirement.

Section 6.2. Working Out of Classification.

Any employee who is assigned to work as an Acting Lieutenant shall perform all duties and have all responsibilities of such rank (including the imposition of discipline where appropriate). An Acting Lieutenant shall be paid an extra $4.00 per hour for each such hour worked. Any employee who is assigned to work as an Acting Battalion Chief shall perform all duties and have all responsibilities of such rank (including the imposition of discipline where appropriate). An Acting Battalion Chief shall be paid an extra $5.50 per hour for each such hour worked. Any assignment to an acting officer position shall be done in accordance with the Acting Lieutenant and Acting Battalion Chief qualification and procedure agreements set forth in Appendix A attached hereto.

Section 6.3. Certification Pay.

Employees who obtain State Certification through the Office of the State Fire Marshal shall be eligible to receive incentive pay as follows:

	Firefighter III or Advanced Firefighter	**Basic Fire Officer, Fire Officer I or Fire Prevention Officer I**	**Advanced Fire Officer, Fire Officer II or Fire Prevention Officer II**	**Fire Officer III or Chief Fire Officer**
Firefighter	$500	$1,000	$1,500	N/A
Lieutenant	$500	$1,000	$1,500	$1,700

There shall be no incentive pay for Firefighter II. The incentive pay shall be applied to the employee's base salary in June following the certification. Employees are only entitled to incentive pay for one certification that being the highest one which their rank allows as indicated on the above table. Provisional OSFM certification may be considered as possessing full certification for the purposes of these incentives. The above incentive pays shall be applied to the employee's base salary in the first pay period in January or June following receipt of the certification and/or education.

Section 6.4. Specialty Team Incentive Pay.

Employees who obtain specialty certification(s) and who maintain active status on a MABAS, West Suburban Fire Rescue Alliance, or countywide/statewide team shall receive $1,000 incentive pay which shall be applied to the employee's base salary. Special team incentives will be applied in the first pay period in January or June following the appointment to the team. If an employee is no longer active on a specialty team the incentive shall be eliminated immediately from the employee's base pay. If an employee is on two specialty teams and maintains as an active member, that member shall be compensated $1250.00 effective June 1st, 2026, and $1500.00 June 1st, 2027.

Section 6.5. ARFF Incentive Pay.

Employees who are ARFF qualified to the District ARFF Standard and are regularly scheduled 24-hour shifts at the fire station located at the DuPage Airport, shall receive $1,000 incentive pay which shall be applied in the first pay period in January or June following their qualification to the District ARFF Standard. ARFF Qualified members shall be compensated $1125.00 effective June 1st, 2026, and 1250.00 June 1st 2027.

Section 6.6. Longevity.

Employees shall be eligible for longevity pay according to the following schedule:

After 10 years	$1700.00
After 15 years	$1950.00
After 20 years	$2200.00
After 25 years	$2850.00
After 30 years	$3350.00

(Longevity pay will be paid on the first regular payroll period during the month of December.)

Section 6.7. Payroll Checks.

Employees will normally be paid on the 15th and 30th of each month. In the event a pay day falls on a weekend day or holiday, payroll checks shall be made available normally not later than noon on the last day preceding the weekend day or holiday.

Employees will normally be paid these hours on the next regular check following the time the overtime was earned. In the event that an administrative delay or mistake occurs, and payment is not made in accordance with this Section, the corrected pay shall appear on the next regularly scheduled paycheck.

Section 6.8. Higher Education Incentive Pay.

Employees who obtain a degree from an accredited college or university shall receive incentive pay which shall be applied to the employee's base salary in the first pay period in January or June following the graduation from the degree program. The employee shall only receive one incentive from the highest degree obtained.

Associates Degree	Bachelor's Degree	Master's Degree or higher
$500	$1,000	$1,500

Section 6.9. Wage sheet print out.

On a biannual basis prior to the first pay period of June/January, the District will furnish a wage sheet that includes all stipends the employee is receiving. The District will also furnish a wage sheet to the employee when a promotion occurs.

Section 6.10. 6.10 Retroactivity.

This agreement is retroactive to June 1st, 2025.

ARTICLE 7
LABOR-MANAGEMENT AND/OR SAFETY MEETINGS

The District and the Union mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held when mutually agreed to in advance between Union representatives and representatives of the District. Such meetings should be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "Labor-Management Meeting" and expressly providing the agenda for such a meeting. The other side may then add to the agenda and return the amended agenda to the other side.Such meetings and locations shall be mutually agreed to before being held and the purpose of any such meeting shall be limited to discussions concerning:

a) The implementation and the general administration of this Agreement;

b) A sharing of general information of interest to the parties;

c) Changes in non-mandatory subjects of bargaining.

As pertains to safety issues, the Committee shall, upon the request of either side:

a) Review and discuss matters pertaining to the safety of on-duty employees;

b) Make recommendations to the chief on ways to encourage employees and district residents to comply with safety rules, regulations and procedures; and

c) Make recommendations to the chief concerning safety conditions, facilities, apparatus, protective equipment, protection and work clothing, procedures, safety rules, accident prevention and other safety matters.

In addition, the Safety Committee will also discuss other safety-related matters and prepare joint or separate reports concerning same for submission to the Chief. The Chief or his/her designee shall report in writing to the Committee concerning any majority report made to him. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at a "Labor-Management Meeting," nor shall negotiations for the purpose of altering any of the terms of this Agreement be carried on at such meetings. Attendance at Labor-Management and/or Safety Meetings shall be limited to the Labor- Management and Safety Committee, consisting of the following persons:

- Fire Chief or his/her designee
- No more than two (2) additional persons selected by the Fire Chief, depending upon the items set for discussion at the meeting
- President of the Union or designee
- No more than two (2) additional persons selected by the Union President, depending upon the items set for discussion at the meeting.
- The health and safety officer will not count towards either party's additional persons at either meeting when requested.

ARTICLE 8
SICK LEAVE

Section 8.1. Sick Leave Accrual.

Each employee assigned to a 24-hour shift shall accumulate paid sick leave at the rate of 12 hours for each month of service. Sick leave may be taken as it is earned. Any such sick leave accumulated but unused in any year may be accumulated without limitation and used in succeeding years. Employees beginning employment from the 1st through the 15th day of the month will be credited with 12 hours of sick leave for that month of service. Employees beginning the 16th through the end of the month will be credited with 6 hours of sick leave for that month but must wait until the following month to be eligible for sick leave pay. No sick leave shall be accumulated during any lay off, suspension for just cause, or unpaid leave of absence.

Section 8.2. Sick Leave Usage.

Employees may use sick leave without loss of pay. Sick time may be used at an employee's discretion, but shall be allowed generally in the following circumstances:

a) Actual sickness or physical disability of the employee;

b) Absence required by illness or disability of the employee's immediate family, which means spouse, children, step-children, or any of the following relatives living in the employee's household: mother, father, step-parents, grandparents, mother or father-in-law, brother or sister.

c) Absence required by illness or disability of the employee's family members, as defined by State of Illinois or Federal law.

An employee who will not be reporting to duty, including a regular shift or traded shift or any other scheduled assignment whether voluntary or involuntary, because of sick leave, shall notify the (Battalion chief or Station 6 officer) no later than one (1) hour prior to the employee's scheduled starting time in order to receive sick leave pay. Anyone on extended sick leave shall get a target date of release from the doctor or keep their Battalion Chief informed each duty day as to their status. Failure to keep the Battalion Chief informed will result in the loss of a day's pay.

Section 8.3. Charge for Sick Leave.

For each full sick leave duty day used an employee on 24-hour shift assignment shall be charged with twenty-four (24) hours against the employee's sick leave accumulation account. Portions of a duty day used for sick leave will be charged based on the hours used; sick leave may only be taken for a minimum of eight (8) or twelve (12) hours. Any extension beyond the initial hours taken, the employee must take the remainder of the shift off as sick leave.

Section 8.4. Additional Sick Leave.

Granting paid sick leave in excess of an employee's accumulated and unused sick leave may only be authorized by the Chief in the sole exercise of his/her discretion.

Section 8.5. Sick Leave Abuse.

Sick leave abuse is a very serious matter. The District retains the right to take corrective steps to deal, among other things, with abuse of sick leave wherever it may occur. Such corrective steps may include requiring medical consultations at the District's expense, doctors' slips or informal or formal disciplinary action, including dismissal, where there is reason to suspect sick leave abuse.

In addition, an employee sick for two or more consecutive shifts may be required to provide a Return-to-Work form, mutually agreed upon by both parties, from their doctor at the employee's expense, in specificity and in layman's terms, before returning to work.

Section 8.6. Sick Leave Pay Upon Separation.

Sick leave buy back is a payment made as a contribution to a PEHP account. All employees who retire with twenty (20) or more years of creditable service shall have the current value of their sick leave hours deposited into their PEHP account. The District shall apply, at the rate of one hundred percent (100%), all sick leave hours to the employee's PEHP account, at the then-dollar value of such hours. Employees who are eligible for Retiree Health and Disability Insurance benefits under Section 12.5 of this Agreement may, upon one year's advance notice, elect to receive this sick leave buy back benefit by fully and completely waiving any rights to retiree health benefits he/she may otherwise possess under Section 12.5.

Effective June 1, 2026, employees with over seven hundred twenty (720) hours of sick leave shall automatically receive a sick leave buyback each year into the employees PEHP Account. The District shall buy back up to one hundred forty-four (144) hours of sick leave accrued in excess of the seven hundred twenty (720) hour minimum balance. The buyback shall be calculated at the employee's regular pay rate in effect on May 1st of each year and issued during the second pay period in May. Under no circumstances shall a buyback reduce an employee's sick leave balance below seven hundred twenty (720) hours. Under no circumstance shall an employee with twenty (20) or more years of creditable service lose any accrued sick hours upon separation of service.

ARTICLE 9
VACATIONS

Section 9.1. Eligibility and Allowances.

Upon execution of this Agreement, employees covered by this Agreement shall be eligible for paid vacation as follows:

Start to completion of 1st year	3 days
Years 2-5	6 days
Years 6-10	9 days
Years 11-15	11 days
Years 16-20	13 days
Years 21-25	14 days
Years 26-30	15 days

Vacation shall not accrue monthly but rather shall be earned annually on an anniversary year basis. Upon hire, employees earn three (3) vacation days to be used during their probationary period as follows:

	Qtr 1	**Qtr 2**	**Qtr 3**	**Qtr 4**
Days allowed	None	Up to 1	Up to 2	Up to 3

* Immediately upon completion of probation, employees will be considered in their second year and entitled to all vacation days listed in this Agreement. Employees in their second year shall not be entitled to more than six (6) vacation days. Once an employee has completed probation, their anniversary date will become January 1st of the year in which he was hired for purposes of earning and scheduling vacation days.

Section 9.2. Vacation and Work Reduction Scheduling.

Employees shall be allowed to take their accrued vacation time in accordance with the service needs of the District and, if reasonably possible, the employees' desires as described below. Previously scheduled vacations may normally not be changed by the District except under highly unusual and operationally compelling circumstances, and only after reasonable attempts to fill any vacancies by the use of voluntary (Section 4.10) and mandatory (Section 4.8) hire backs have been made, but in no event will any accrued vacation days be lost to the employee.

The District will allow two (2) employees, including Lieutenants, off work for paid vacation leave or work reduction day each day of the year, with the following exceptions:

- A vacation request will not be granted when a second employee is already off work on a extended (anticipated two (2) weeks or longer) leave of absence
- The district will allow three (3) employees, including Lieutenants, off for paid vacation leave or work reduction days when there are more vacation and work reduction days than available slots on the vacation calendar.
- The number of days that will be allowed to have three (3) employees, including Lieutenants, off will be determined by the differential for each shift. Examples are listed in the tables below:

2020 (example)	Available Vacation & Work Reduction Days	Shifts Worked/ Available Slots	Differential
Red Shift	256	122/244	-12
Gold Shift	247	122/244	-3
Black Shift	250	122/244	-6

2021 (example)	Available Vacation & Work Reduction Days	Shifts Worked/ Available Slots	Differential
Red Shift	256	122/244	-12
Gold Shift	247	121/242	-5
Black Shift	250	122/244	-6

- All days on the vacation calendar shall be available to have three (3) members off with the exception of the recognized holidays within Article 11 of this agreement. The holidays listed within Article 11 of this agreement shall have not more than two (2) members off.
- If, on a particular day there are already two (2) Lieutenants with scheduled days off a third (3rd) Lieutenant may not select that day for a scheduled day off.

Previously scheduled paid days off may normally not be changed by the District, except under highly unusual and operationally compelling circumstances (not previously stated above), and only after reasonable attempts to fill any vacancies by the use of voluntary (Section 4.10) and mandatory (Section 4.8) hire backs have been made. In no event will any accrued vacation days be lost to the employee.

The Stewards will be responsible for the scheduling of vacation leave. Vacation and work reduction day scheduling will be accomplished in accordance with this Section 9.2. Vacation and Work Reduction Day selection for 24-hour shift personnel shall normally occur as follows:

a) Initial selection picked by seniority as defined in Section 13.1 of this Agreement.

b) No other discretionary leave days may be chosen until all employees covered by this Agreement have completed this selection process.

c) Shift personnel, will begin filling their vacation and work reduction day schedule by (October)15th and all shift personnel shall seek to complete the process by December 15th.

d) The first-round pick shall be limited to one (1) to five (5) consecutive duty days. A work reduction day will be considered as a consecutive duty day, even when it falls at the start or end of the selected period. In round two you can take up to two blocks of one (1) to five (5) consecutive duty days. In round three you can take up to four blocks of one (1) to five (5) consecutive duty days. In the fourth round, members shall be given the calendar, in order of seniority, and shall select and place the remainder of their vacation and/or work reduction days on the calendar.

e) The Shift Steward shall notify, by seniority, the member when it is their turn to pick within the round. Each member shall have two (2) calendar days to make their picks. If the Steward has not heard back from that member, they will attempt to make contact with that member to advise them to make their picks. If within that day, the steward still does not hear back from that member, they will forfeit their picks for that round and the steward will move onto the next member.

f) Employees shall pick vacation leave in turn by seniority, each being assigned two (2) calendar days to make their first pick, consisting of one (1) block of consecutive days. If time permits, rounds 2 and 3 shall be done in the same manner. If time does not permit, the Steward will contact each member by going down the seniority list to select second, third, and fourth round picks.

g) Conflicting vacations and work reduction days due to shift changes will be handled on an individual basis. Affected vacations may be changed because of shift changes under highly unusual and operationally compelling circumstances, and only after reasonable attempts to fill any vacancies by the use of voluntary and mandatory hirebacks (Sections 4.10 and 4.8) have been exhausted. Accrued vacation days will not be lost.

h) Vacation and work reduction days may be traded between employees on the same shift provided the exchange does not interfere with the normal operations of the district, such as training, it is done in writing, with at least 24 hours' notice, and the pay back is within twelve (12) months. Vacation and work reduction days must be traded in 24-hour shift segments and the vacation or work reduction day will be considered that of the person originally scheduled to have the day off and the substituted vacation or work reduction day shall be regarded as hours worked.

i) Once the vacation calendar has been published (prior to December 24th), no employee, including Lieutenants, may submit a vacation request that would create three (3) vacancies on that specific shift.

j) Vacation time that cannot be taken by the employee due to on-the-job injury or because of actions which are beyond the control of the employee will not be lost. Instead, at the employees' option, up to five (5) days of such unused vacation days will either be compensated by the District at the end of the year or the District will allow the employee to carry over such unused vacation days to be used in the first quarter of the following year. Any remaining vacation days will be treated at the District's option of time off or pay as described above. Under no other circumstances will vacation days be compensated by the District.

ARTICLE 10
ADDITIONAL LEAVES OF ABSENCE

Section 10.1. Witness Leave.

Employees subpoenaed to testify in court proceedings or before a coroner on any matter arising out of and in the course of the employee's performance of their duties with the District and in support of the District shall be released from duty without loss of pay for such appearance(s). An employee shall immediately notify the Fire Chief or his/her designee as soon as he receives a notice to appear as a witness.

To receive compensation from the District for such a witness appearance, the employee shall sign over to the District any compensation he receives for serving as a witness for the days which he is compensated for by the District. An employee shall report to work during any part of a scheduled duty day when he is not required to be in court for a witness appearance as provided above, unless directed otherwise by the court. If the subpoena for a District-related appearance requires attendance on a non-duty day, the appropriate rate of pay as provided elsewhere in this Agreement shall be paid. If an employee is subpoenaed to testify on any other matter, the employee shall either: (1) use a personal day; (2) receive pay deduction for hours missed; or (3) arrange trade time to cover time absent from duty assignment.

Section 10.2. Discretionary Leave of Absence.

The Chief or his/her designee may grant a leave of absence without pay to any employee under terms and conditions mutually agreed upon in writing. The District may require the employee to make a written request setting forth the reason(s) for the leave. Copies of any approved leave terms and conditions will be supplied to the Union by the employee.

Section 10.3. Military Leave.

Military leave shall be granted in accordance with applicable state and federal law.

Section 10.4. Jury Leave.

Employees summoned to serve jury duty must immediately notify the Chief by providing a copy of the summons. If the Chief or his/her designee determines that such jury service will entail undue hardship on the public served by the District, the Chief or his/her designee may so notify the employee and the Jury Commissioner, in writing, and the employee will thereafter provide such written notice to the Judge and all other appropriate authorities. Employees who are required to serve on a jury shall sign such jury duty checks (for days the employee is scheduled to work) over to the District.

The District shall compensate such employees at their regular rate of pay for each day actually spent on jury duty provided the employee was scheduled to work that day. Employees

shall report to work during any part of their duty shift when they are not required to be in court for jury duty. Such jury duty time shall not be considered hours worked for overtime purposes.

Section 10.5. Bereavement Leave.

In the event of a death of an immediate family member, the employee shall be given up to two (2) bereavement days off with pay. However, the total number of work days missed due to bereavement shall not exceed two (2).

For the purpose of this policy, immediate family members shall include: spouse, domestic partner (as defined by State of Illinois), children, grandchildren, parents, brothers, sisters, grandparents, step-mother, step-father, step-brother, step-sister, and same family members of spouse.

In the event of a death of an extended family member (one not listed above), or if additional days are needed for bereavement, funeral attendance/planning, at the Chief's discretion, employees may use available sick days, provided proper notification is made.

Section 10.6. AFFI Honor Guard Detail.

The District shall provide shift coverage for on-duty AFFI Honor Guard Members to attend any official honor guard callout for a line of duty death that occurs in the State of Illinois. The Fire Chief or Deputy Chief shall determine the appropriate length of shift coverage based on travel distance, event length, etc.

Honor Guard Members are expected to finish the remainder of their covered shift once the honor guard callout duties are complete.

Section 10.7. Non-Employment Elsewhere.

A discretionary leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self- employment, unless specifically approved in writing in advance by the Chief or his/her designee.

Employees who engage in unauthorized employment elsewhere during such leave shall immediately have the leave terminated by the District, and the employee may be subject to further discipline.

ARTICLE 11
HOLIDAYS

The following shall be the recognized holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

As Holiday Pay, Each eligible employee shall receive pay for each off the eleven (11) recognized Federal holidays at the employee's hourly straight time rate of pay. Hours will be computed using the June 1 rate of pay. Holiday pay will be paid on the second regular payroll period during the month of May. Each employee will be compensated as listed below.

Holiday Pay

2026	4 hours per holiday	44 hours
2027	5 hours per holiday	55 hours
2028	6 hours per holiday	66 hours

Section 11.1. Military Service Recognition.

In recognition of the service to their country, any member that is currently active in the US armed forces or has been honorably discharged, will receive twelve (12) hours of paid leave (0800-2000) if their regular shift day falls on Veterans Day.

ARTICLE 12
INSURANCE

Section 12.1. Liability Coverage.

The District shall continue to provide reasonable liability coverage for all bargaining unit members operating in the course of and within the scope of their employment, with such insurance premiums paid solely by the District.

Section 12.2. Health Insurance Coverage.

A comprehensive medical program will be provided during the term of this Agreement to non-retired employees and their dependents through Blue Cross/Blue Shield provided, however, the District reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization plan for the provision of health care benefits, as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those offered through the current Blue Cross/Blue Shield PPO Plan. The District shall pay one hundred percent (100%) of the premium costs of such insurance for the employee ("single insurance coverage").

Employees receiving any dependent health insurance coverage shall pay sixteen percent (16%) of the difference in premium cost between employee-plus one or family insurance coverage and single insurance coverage provided by the District, whichever is applicable.

If the annual final negotiated health insurance renewal exceeds twelve percent (12%), employee premium contributions for those utilizing employee-plus spouse, employee plus child/children, or family plans will automatically increase by half a percent (0.5%) starting on the date the renewal rates take effect. Any such increase will be applied in accordance with the premium-sharing provisions outlined in this section. Under no circumstances shall the employee contribution rate surpass seventeen and a half percent (17.5%) during the term of this Agreement.

a) Cost Containment. The District strictly reserves its rights to institute cost containment provisions. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

b) Terms of Insurance Policy to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any

insurance carrier(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 under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the District, District employee or beneficiary of any District employee.

Section 12.3. Section 125 Plan.

The District shall maintain an Internal Revenue Service Section 125 Plan to allow employees to have their portion of health insurance premiums paid on a pre-tax basis.

Section 12.4. Joint Insurance Committee.

The parties agree to establish a joint insurance committee ("Committee") whose charge will be to consider insurance issues relating to the District's hospitalization and medical insurance. The Committee will be comprised of two bargaining unit employees designated by the Union and two individuals designated by the District, unless otherwise agreed to in a specific instance. The Committee shall meet at mutually agreeable times. If a Committee meeting is held during a Committee member's working hours, then the employee will not be docked for attending the meeting, provided the employee has obtained the Chief's advance approval to attend the meeting during work time. The Union shall be allowed to have an employee representative attend meetings with the District's insurance broker, in conjunction with the District's representatives. Attendance at such meetings shall not occur during an employee's work shift. Except as otherwise provided in this paragraph, time spent by bargaining unit employees at Committee meetings or broker meetings shall be considered non-work time.

Section 12.5. Retiree Health and Disability Insurance.

Any employee covered by this Agreement who was hired prior to January 1, 1987 and retires with a "Disability Pension-Line of Duty," as defined under 40 ILCS 5/4-110, or "Occupational Disease Disability Pension," as defined under 40 ILCS 5/4-110.1, is eligible to remain on the District's hospitalization insurance policy, with one hundred percent (100%) of the premiums to be paid by the District for a period of two (2) years after the employee's separation date. Thereafter, until age sixty-five (65), each retiree receiving a "Disability Pension-Line of Duty" or "Occupational Disease Disability Pension" may pay fifty percent (50%) of the insurance premium and the District shall pay the remaining fifty percent (50%). At age sixty-five, each retiree receiving such a disability pension may continue whatever hospitalization insurance coverage is provided by the District to the employees as a whole at his or her own cost if the policy so allows. This benefit is subject to the additional eligibility restrictions set forth in Title III of West Chicago Fire Protection District Ordinance No. 92-2.

Any employee covered by this Agreement who was hired prior to January 1, 1987 and retires with a "Disability Pension-Not in the Line of Duty," as defined under 40 ILCS 5/4-111, is eligible to remain on the District's hospitalization insurance policy, with one hundred percent (100%) of the premiums to be paid by the District for a period of one (1) year after the employee's separation date. Thereafter, each retiree receiving such a disability pension may continue whatever hospitalization insurance coverage is provided by the District to the employees as a whole at his or her own cost if the policy so allows. This benefit is subject to the additional eligibility restrictions set forth in Title III of West Chicago Fire Protection District Ordinance No. 92-2.

Any employee covered by this Agreement who was hired prior to January 1, 1987 and retires from service after age fifty (50), including an employee who is otherwise qualified under state law to receive a pension except for his or her age, is eligible to remain on the District's hospitalization insurance policy with one hundred percent (100%) of the premiums paid by the District for a period of one (1) year after the employee's separation date. Thereafter, until the retiree reaches age sixty-five (65), the District shall pay the following percentages of the premium for hospitalization insurance based on the retiree's years of service:

Years of Service	District's Contribution to Premium Payment
25	40%
30	75%
35	100%

The District's obligation to contribute a portion of the employee's insurance premium shall terminate if a member fails to make a timely payment of his or her portion of the premium cost.

If the District chooses to utilize a high deductible/health reimbursement arrangement, health insurance plan for retiree healthcare coverage, the District agrees, to the extent required by law, to pay the same amount towards deductibles as is paid on behalf of bargaining unit employees.

Any employee hired prior to January 1, 1987 who was disabled and receiving hospitalization insurance coverage on January 1, 1987 will be eligible to continue to have the District pay one hundred (100%) of the premiums until he or she reaches age sixty-five (65).

At age sixty-five (65), each such employee shall be allowed to continue whatever hospitalization coverage then exists at their own expense if the policy so allows.

This benefit is subject to the additional eligibility restrictions set forth in Title III of West Chicago Fire Protection District Ordinance No. 92-2.

Employees covered by this Agreement who were hired after January 1, 1987 shall not be eligible to receive retiree health insurance other that which is required under federal COBRA continuation coverage or which may be required under Illinois law. Nothing in this Article is intended to reduce benefits provided by law to bargaining unit members.

Section 12.6. Post-Employment Health Plan/VEBA.

The District and Union shall maintain a Post-Employment Health Plan (PEHP) or VEBA for District employees, provided there is no cost to the District other than the initial plan start-up and annual administrative fee. Contributions to the PEHP/VEBA shall be made in accordance with the Internal Revenue Code.

Section 12.7. Life Insurance.

The District will provide, during the term of this Agreement, at no cost to the employee, term life insurance in the amount of one hundred thousand dollars ($100,000). The District retains the right to change insurance carriers or to self-insure the foregoing benefits so long as the amount of the coverage is maintained.

ARTICLE 13
SENIORITY, LAYOFF AND RECALL

Section 13.1. Definition of Seniority.

Seniority shall be based on the employee's length of continuous full-time employment as a sworn firefighter in the employ of the District. Seniority shall not accrue during any period of time when the employee is in a non-paid status such as a suspension or unpaid leave of absence to the extent permitted by law. Conflicts in seniority between two employees having the same seniority shall be determined on the basis of the order of their order of rank on the eligibility list from which they were hired, with the employee higher on the list being considered the more senior.

Section 13.2. Seniority in Rank.

Seniority in rank is defined as the employee's length of continuous service in that rank based upon date and order of promotion.

Section 13.3. Probationary Period.

All new employees and those hired after their termination of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of actual active employment, which excludes periods of training, or illness or injury (including duty related) leaves, in excess of thirty (30) calendar days. Such probationary period may be extended for a firefighter who is required as a condition of employment to obtain paramedic licensure. An employee's probationary period shall not in any event exceed twenty-four (24) months.

During an employee's probationary period, the employee may be terminated at the sole discretion of the District. No grievance shall be presented or entertained in connection with the termination or return to previous position of a probationary employee.

However, if an employee's probationary period is extended to obtain paramedic licensure, then the sole reason that the employee may be discharged without a hearing, during the extended probationary period, is for failing to meet the requirements for paramedic licensure.

Section 13.4. Seniority List.

Within four (4) weeks of the effective date of this Agreement, and thereafter on or before January 1 of each contract year or when changes are made, the District will post and provide the Union with a seniority list setting forth each employee's seniority date. The District shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the District in writing within fourteen (14) calendar days after the District's posting of the list.

Section 13.5. Layoff and Recall.

The District, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off and recalled as provided under

applicable Illinois Statutes. Prior to layoffs, options shall be discussed between the Union president and the district to prevent layoffs at all costs.

Section 13.6. Termination of Seniority.

Seniority and the employment relationship may be terminated by the District for all purposes if the employee:

a) resigns;

b) is discharged for just cause (probationary employees without cause);

c) retires or is retired (excluding disability retirement);

d) is absent for two (2) consecutive work days without notice and without cause;

e) falsifies the reason for a leave of absence;

f) fails to return to work at the conclusion of an authorized leave of absence or vacation without cause;

g) if, after being laid off, fails to report as required after having been recalled;

h) has been laid off for a period of three (3) years.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 14.1. Definition.

A "grievance" is defined as any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement. A grievance shall be settled in the manner provided below.

Section 14.2. Procedure.

The parties acknowledge that it is usually most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter or is not utilized, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance, or the Union if a Union grievance, shall submit the grievance in writing to the Battalion Chief of their shift specifically indicating that the matter is a grievance under this Agreement. If his/her regular Battalion Chief and designee is absent or unavailable during the period of time in which a grievance must be filed, then the grievance shall be presented to another Battalion Chief. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested, and the signature of the grievant(s). All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or no later than ten (10) calendar days after the grievant, through the use of reasonable diligence, could have become aware of the occurrence of the matter giving rise to the grievance. The Battalion Chief shall render a written response to the grievant within ten (10) calendar days after the grievance is presented including a brief reason if the grievance is denied.

STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief within ten (10) calendar days after receipt of the District's answer at Step 1 (in the Deputy Chief's absence, the Chief will accept the Step 2 grievance). The grievance shall state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Chief or his/her designee, shall meet with the grievant and a union representative, if desired by the grievant or the Union alone if a union grievance, to discuss the grievance if such meeting is mutually by the parties deemed helpful or appropriate. If the grievance is granted, the Union shall be provided a copy. Thereafter, the Deputy Chief or his/her designee shall provide a written answer to the grievant within ten (10) calendar days after the grievance is appealed to Step 2 or after the Step 2 meeting, whichever is later.

STEP 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Chief or his/her designee within ten (10) calendar days after receipt of the District's answer at Step 2. The grievance shall state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief, or his/her designee, shall meet with the grievant and a union representative, if desired by the grievant or the Union alone if a union grievance, to discuss the grievance if such meeting is mutually by the parties deemed helpful or appropriate. If the grievance is granted, the Union shall be provided a copy. Thereafter, the Chief or his/her designee shall provide a written answer to the grievant within ten (10) calendar days after the grievance is appealed to Step 3 or after the Step 3 meeting, whichever is later.

Section 14.3. Self-Representation.

Nothing herein shall prohibit an employee from exercising his/her right to self-representation so long as any grievance settlement does not violate the terms of this collective bargaining agreement and a copy of the agreement is provided to the Union.

Section 14.4. Arbitration.

If the grievance remains unresolved, the Union may by written notice to the District invoke arbitration within fifteen (15) calendar days after the reply of the Fire Chief or his/her designee is due, as follows:

The arbitration proceeding shall be conducted by an arbitrator to be selected by the District and the Union within seven (7) business days after notice has been given. If the parties fail to agree on the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel who are members of the National Academy of Arbitrators and who maintain their principal residence in the state of Illinois. In the case of interest arbitration, the interest arbitrator shall also have experience in Illinois interest arbitrations.

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 list, by alternating, with a coin toss determining who will make the first strike. The FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Section 14.5. 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 submitted in writing at the second step and shall have no authority to make a decision on any issue not so submitted or raised.

The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable state or federal law. Any decision or award of the arbitrator rendered within the limitations of this Section 14.5 shall be binding on the District, the grievant, the Union and all members of the bargaining unit.

Section 14.6. Time Limit for Filing.

No grievance shall be entertained or processed unless it is signed by the grievant, or the Union if a union grievance, and submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or no later than ten (10) calendar days after the grievant, through the use of reasonable diligence, could have become aware of the occurrence of the matter giving rise to the grievance.

If a grievance is not presented in writing at Step 1 within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer.

If the District does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may, by mutual agreement in writing extend any of the time limits set forth in this Article.

ARTICLE 15
PROTECTIVE GEAR AND CLOTHING

Section 15.1. Initial Issue and Annual Allowance.

Each employee covered by this Agreement shall be issued a complete set of prescribed items of station uniform clothing and personal protective clothing upon hire by the District. The District, with input from the Union, will maintain a list of approved uniform items to be provided upon hire and items which may be purchased using the annual uniform allowance.

The District shall also purchase a complete Class A uniform (as defined by current policy) for each employee who successfully completes the probationary period after the execution of this Agreement, without charge to the employee's annual uniform allowance.

In addition, each employee covered by this Agreement shall be allotted a credit of five hundred dollars ($500) per fiscal year, beginning with the employee's first anniversary, toward the requisition of approved uniform clothing and District-approved tools and accessories from a vendor(s) approved by the District and after approval to make the purchase is received in writing from the District.

Section 15.2. Wearing of Uniform.

No employee covered by this Agreement shall be required to wear a uniform to and from work. An employee may, at their own choosing, wear the standard work uniform directly to and from work.

Section 15.3. Uniform Policy.

A uniform policy which is not arbitrary and capricious shall be established by the District. This policy shall be posted and a copy provided to the Union. Any proposed changes made in the policy by the District shall thereafter be communicated to employees and the Union, and the Union upon request shall be given the opportunity to discuss the continuation of such changes with the District. Under no circumstances shall an employee be held responsible for the cost of a District-mandated change(s) in protective gear or clothing.

Section 15.4. Replacement Items.

The District shall replace protective gear as it becomes damaged or worn out, provided the employee must turn in such items in order to receive a replacement. Upon separation from service all uniforms, clothing and equipment shall be returned to the District.

Employees shall maintain their equipment and uniforms in a safe, serviceable and neat-appearing manner.

ARTICLE 16
MISCELLANEOUS PROVISIONS

Section 16.1. Gender.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 16.2. Ratification and Amendment.

This Agreement shall become effective when ratified by the Union and the District's Board of Trustees and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 16.3. Fit for Duty Examinations.

If there is any question concerning an employee's fitness for duty or fitness to return to duty, the District may require an examination by a qualified and licensed physician or other appropriate medical professional selected by the District, to determine the employee's continued fitness for duty. 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.

If that physician determines that the employee is fit for duty, the District shall resolve the dispute by submitting to the employee a list of three qualified physicians, not associated with the firm/practice group of the District's initial physician (though they could be in the same hospital) from which the employee shall select one physician whose examination results shall be binding on the District and the employee.

The steps of this Section must be taken as expeditiously as possible, by all parties involved, when determining an employee's fitness for duty. During this process, the Chief may approve paid administrative leave for the employee in question. If the Chief does not approve paid administrative leave, the employee may use his/her sick leave during this process. However, if after this Section is applied, the employee is determined to be fit-for-duty, he/she will be reimbursed all of his/her sick leave used from the point the employee's fitness for duty or ability to return to work was disputed. This Section shall in no way undermine the compensation and benefits paid to employees injured on-duty.

Section 16.4. Physical Fitness Requirements.

In order to maintain efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the District working with its fitness coordinators and the assigned representative of the Union, will establish a reasonable on duty physical fitness program with required employee participation. Employees failing to make a good faith effort to participate may be disciplined.

Section 16.5. District Smoking Policy.

Employees shall smoke in designated areas only, in accordance with applicable law.

Section 16.6. Reimbursement of Training and Related Expenses.

If an employee leaves the employment of the District during their first two years of employment, except for reason of death or disability or if the employment is terminated by the District, the District may require such employee to reimburse the District for all costs and expenses of District paid off-site training received by the employee during their employment with the District, including the costs associated with attendance at basic firefighter or paramedic training programs in accord with the following formula:

Leaves within first year of employment	**100%**
Leaves within second year of employment	**80%**

New Employees will be advised of the requirements of the District Training Reimbursement Article by the District before they receive training which may be subject to such reimbursement.

Section 16.7. Departmental Duties.

The normal duties of employees shall be related to fire suppression, prevention, extinguishment and extrication, the delivery of emergency medical services, training, house duties, equipment maintenance and maintenance incidental to the operation of the Department, or upkeep of facilities and equipment, involvement in public education or other interrelationships with District residents and citizens, duties which have previously been performed by departmental employees, and such other duties as may reasonably be assigned from time to time by the management of the department. Employees shall not be ordered to perform duties using their own specialized tools without fair compensation for the use of such specialized tools. Furthermore, the District shall not require employees to perform tasks or duties which are unrelated to normal firefighter or firefighter/paramedic tasks and/or duties, and which require special knowledge, training and skill levels associated with other professions or businesses, without granting the employee the equal right to perform such duties and tasks for an equal amount of time during the employee's non-assigned work period(s).

Section 16.8. Staffing.

The District and the Union agree each shift will consist of a minimum of ten (10) bargaining unit members on duty. In the event of termination of the Inter-Governmental Agreement (IGA) with the DuPage Airport Authority and the district, each shift will consist of a minimum of nine (9) bargaining unit employees. In Addition The District and the Union agree that usually three (3) bargaining unit persons will respond on each primary response unit engine, truck and/or squad (with the exception of the airport apparatus which will be staffed with personnel in accordance with the General Orders established by the Fire Chief as long as the Airport continues to pay for the staffing costs). Of the three (3) persons usually on the primary response unit, one (1) will be a

District-approved driver and one (1) will have the rank of Lieutenant or above (or be assigned pursuant to Section 6.2). At least one bargaining unit employee shall respond on airport apparatus who is a District approved driver and either certified as an OSFM Airport Firefighter or "Airport Qualified" as defined by the parties. The District further agrees to comply with all safety laws applicable to the District as well as to comply with all advanced life support and basic life support laws. Except as agreed by the parties, the District will not use non-bargaining unit members as substitutes for unit members in violation of Public Act 095-0490.

Section 16.9. Station Assignments.

The District shall determine Station Assignments for bargaining unit personnel. Any employee desiring a change in such assignment shall make known their desires, with reasons, to the Chief or his/her designee and the Chief or his/her designee may or may not make a change in the employee's Station Assignment. The Chief or his/her designee shall consider seniority as a tie-breaker where all other factors are equal, but the Chief or his/her designee has the ultimate discretion in approving or denying an employee's desire to change Station Assignments, however, no request shall be unreasonably denied. If the Chief or his/her designee denies the request, the reason(s) for such denial shall be provided in writing.

Section 16.10. Light Duty and Voluntary Pregnancy Policy.

Employees who are recuperating from an illness or injury and unable to assume the responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be required to return to work. The Chief or his/her designee will determine if any work is available based upon the restrictions set by the employee's physician documented on a Return-to-Work form, mutually agreed upon by both parties. If there is work available which can fairly be said to contribute in an identifiable way to the function and mission of the District, either on a full-time or part-time basis, and the Chief or his/her designee want the employee to perform this work, the employee will be required to perform those duties on the employee's regularly scheduled duty shift or on a reasonably exchanged duty shift day.

The length of time of the restricted duties will not exceed the earliest of the following:

a) The time limit for restricted work set by the employee's physician;

b) The length of time to complete the available work; or

c) Six (6) months per incident, except this time may be extended upon the mutual agreement of the employee and the Chief or his/her designee.

Light duty for a pregnant firefighter shall be granted as follows:

(1) Qualifications. Only firefighters who have provided medical proof that they are pregnant are eligible to participate in the Firefighter Pregnancy Policy. Participation is voluntary. Only firefighters who request participation are eligible. No firefighter will

be placed in the program against the firefighter's wishes.

(2) Duration. The assignment shall last for the duration of the employee's pregnancy including the necessary recuperation period. The employee shall be required to submit to the District a Return-to-Work form, mutually agreed upon by both parties from her physician prior to her reinstatement to her regular duties.

(3) Relations with Other Benefits. Participation in the voluntary pregnancy policy does not affect a firefighter's eligibility for sick leave, FMLA leave and/or other benefits.

Section 16.11. Family and Medical Leave Act.

The parties agree that the District may take action that is in accord with what is legally permissible under the Family and Medical Leave Act in order to be in compliance with the Act.

Section 16.12. Unsafe Conditions.

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment not inherent with their customary duties, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job and/or unsafe condition should be discontinued.

Section 16.13. Emergency Leave.

Emergency leave with pay not to exceed three (3) hours may be granted by the Battalion Chief at his/her sole discretion, for family emergencies. Any additional emergency leave with pay may be granted by the Chief or designee. Any Emergency leave resulting in overtime will be charged to the employee's sick bank.

Section 16.14. Right to Representation.

Nothing in this Agreement is intended to add to, detract from or waive an employee's existing legal right(s) to have a representative present during any investigatory meeting where the employee reasonably believes s/he may be subject to discipline.

Section 16.15. Paramedic Decertification.

Employees who believe they may no longer be able to perform paramedic services because of burnout may request to decertify as paramedics but continue in the employ of the District. The Chief may in his/her absolute discretion grant or deny such a request.

Section 16.16. Contracting Out.

(A) Except as subject to the provisions of paragraph (B) below, all work within the District relating to fire suppression or emergency paramedic services (this does not include work relating to such matters as, but not limited to, inspections, computer

repair, mechanical work or specialized training) shall be performed by employees appointed from eligibility rosters established by the Board of Fire Commissioners pursuant to Illinois Compiled Statutes (70 ILCS 705/16.01-16.18 This provision shall not interfere with mutual aid agreements.

(B) The district agrees that it shall not increase beyond eighteen (18) the number of contract paramedics.

Section 16.17. Tuition Reimbursement.

All employees covered by this Agreement shall receive fifteen hundred dollars ($1,500) of tuition reimbursement per fiscal year for any optional (as determined by the employee and approved by the District) fire service or emergency medical services courses, conferences and workshops and/or coursework towards a job-related college degree of any level.

Employees will be required to submit the current District school request form prior to enrollment, along with paid receipts and proof of attendance after the course in order to receive the reimbursement. Additionally, employees who take certification courses must obtain and submit evidence of the certification before reimbursement will be given. Once the employee has submitted the proper reimbursement paperwork, the District agrees to provide reimbursement within two (2) pay cycles.

An employee may be eligible to receive reimbursement for all tuition and fees, including books or supplies, for courses taken while pursuing an associate's degree upon satisfactory completion of the course with a grade of "C" or better.

An employee may be eligible to receive reimbursement for 50% of tuition and fees (but not including books and supplies) for courses taken while pursuing a bachelor's degree upon satisfactory completion of the course with a grade of "C" or better. Employees must request tuition reimbursement on the form provided by the District prior to enrollment in a course. All tuition reimbursement will be treated as taxable income.

An employee who is required to attend training or courses related to fire service will be eligible to receive reimbursement for all tuition and expenses upon authorization from the District. An employee may also request reimbursement for all tuition and expenses for non- required classes that are related to fire service pursuant to the terms of this Article. (B) *Required training*. If the District requires any employee covered by this Agreement to attend a course, conference or workshop; or obtain any sort of certification, the District agrees to pay one hundred percent (100%) of the tuition, travel and overtime pay.

Section 16.18. EMS (Paramedic) Training.

Training of employees required to be paramedics shall normally take place on duty shifts. If the on-shift training required of paramedics is missed, due to illness or time off, the required hours may be made up at an off -site location. The rate of pay will be time and one-half the employee's straight-time rate of pay.

Employees will be paid only for the required hours missed due to such illness or time off, and for no optional paramedic training time.

Section 16.19. Weather Limitations on Outside Training.

Training occurring not in a climate controlled environment (heated or cooled as weather dictates) will not be conducted when the air temperature and/or the heat index is greater than or equal to ninety (90) degrees, or when the air temperature and/or wind chill is less than or equal to twenty (20) degrees according to the National Weather Service unless reasonable accommodations, agreed to by the Chief or his/her designee and the Union President or his/her designee, are made to reduce the risk of injury to members participating in the training. Reasonable accommodations may include, but are not limited to, rest, rehabilitation, scheduling alterations, and training duration. Additionally, no outdoor training will be held in the presence of moderate to heavy rain/snow, sleet or visible lightning.

The District and Union agree to create and follow a weather policy. All changes to set policy will need to be agreed upon between the district and union president.

Section 16.20. Residency.

There shall be no residency requirement for members of the bargaining unit.

ARTICLE 17
DISCIPLINE, DISCHARGE & PERSONNEL RECORDS

Section 17.1. Discipline and Discharge.

Discipline in the Fire Department shall normally be progressive and corrective, designed to improve behavior and not merely to punish. All discipline, with the exception of an oral or written reprimand or partial-shift suspension with pay, shall be imposed by the Fire Chief or in his/her absence his/her designee.

Disciplinary actions instituted by the District's Fire Chief or in his/her absence his/her designee shall be for just cause. Where the Fire Chief or in his/her absence his/her designee believes there is just cause to institute disciplinary action, he shall have the option to assess, among other things, the following penalties: oral reprimand, written reprimand, suspension, demotion or discharge (probationary employees may be discharged without reason).

Any disciplinary action or measure imposed upon an employee may be appealed through the grievance procedure. Any appeal of discipline imposed by the Chief or in his/her absence his/her designee will start at Step 2 of the grievance procedure. If the District has reason to reprimand an employee, it shall generally be done in a manner that will not embarrass the employee before other employees or the public. A copy of all suspension and discharge notices shall be provided to the Union.

Disciplinary action shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the District's Fire Commission. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary actions. The District may discipline employees for off-duty conduct to the extent permitted by law.

Section 17.2. Compliance with Statutory Requirements – Review of Personnel Records.

The District shall comply with the provisions of the Review of Personnel Records Act.

ARTICLE 18
NO STRIKE-NO LOCKOUT

Section 18.1. No Strike.

The Union, its officers, agents or employees, and any employees subject to this Agreement shall not instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, or other concerted disruption of the operations of the District, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the District. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article,

the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 18.2. 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. In the event of a violation of this Article, the Chief will inform District leadership of its obligations under this Section and seek to have such obligations freely met.

Section 18.3. Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for any alleged violation of Section 19.1 is whether or not the employee actually engaged in such prohibited conduct. The failure a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The District retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.

Section 18.4. Judicial Restraint.

Nothing contained herein shall preclude the District or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 19
SUBSTANCE ABUSE: DRUGS/ALCOHOL TESTING

Section 19.1. Policy.

It is the policy of the District that the public has the absolute right to expect District personnel to be free from the effects of drugs and alcohol. It is also the policy of the District to provide a safe work environment and to protect the public by insuring that employees have the maximum integrity, physical stamina and emotional stability to perform fire suppression and paramedic duties. The District, as the employer, therefore has the right to expect its employees to report for work fit and able for duty, and to refrain from any conduct involving the abuse of lawful substances and any illegal conduct.

Section 19.2. Prohibitions.

Employees shall be prohibited from:

a) Consuming or possessing alcohol (unless in accordance with duty requirements or with the permission of the Department) at any time during the work day or anywhere on any District premises or job sites, including all District buildings, properties, vehicles and the employee's personal vehicle while engaged in District business;

b) Possessing, using, consuming, transferring, selling, purchasing, or delivering any illegal drug at any time (unless in accordance with duty requirements), or unexplained or excessive use or abuse of a legally prescribed drug;

c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking that would or could result in adverse job performance;

d) Reporting for duty or working while impacted adversely by alcohol or an illegal drug; and

e) Abuse of prescribed controlled substances (i.e., use of prescribed drugs in a manner inconsistent with physician approval and resulting in adverse job performance).

In the event the District does not test an employee, the District may still take action under this policy in instances where violations of the prohibitions in this Section 19.2 are established.

Section 19.3. Test Criteria.

The District may conduct or authorize medical examinations which include but are not limited to urine testing for the presence of drugs and/or alcohol in the following conditions:

(1) upon the request for reinstatement to active status following absence from active duty for any reason in excess of four (4) duty days;

(2) duty injury as part of regular medical/hospital procedures;

(3) driver or operator of any apparatus or equipment involved in any accident resulting in injury to any person or significant damage to any property;

(4) upon appointment to a higher rank and/or promotions;

(5) upon reasonable suspicion that one or more of the provisions of Section 19.2 have been violated; and/or

(6) as otherwise required by law.

The District shall conduct or authorize medical examinations which include but are not limited to urine testing for the presence of drugs and/or alcohol in the following conditions:

(1) candidate pre-assignment to field duties and pre-certification to appointment with the District;

(2) any behavior or conduct where District management has reasonable suspicion to believe that an employee is being adversely impacted by alcohol and/or illegal drugs and/or the abuse of legally prescribed drugs;

(3) pursuant to regularly scheduled medical examinations.

The District may order the random testing of an individual employee as authorized in Section 19.8 (EAP).

For the purpose of this policy, adverse impact shall mean blood alcohol level equal to or exceeding the level specified in Section 19.5(g) or conduct reasonably demonstrating impairment; with regard to drugs and/or substances of abuse, this term shall mean the presence in the body urine of any illegal drug, and/or substance of abuse, as defined above, or conduct reasonably demonstrating impairment.

Section 19.4. Order to Submit to Testing.

Within 24 hours of the time an employee is ordered to submit to testing authorized by this Article, the District shall provide the employee with a written notice of the order. The employee shall at the time the order to test is given be permitted a reasonable opportunity to consult with a representative of the Union at the time the order is given, however, the testing process shall not be delayed to provide the assistance of a Union representative who is not immediately available. Refusal to submit to such testing or to submit in a timely manner may subject the employee to discipline including discharge, 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.

The District shall take reasonable steps to preserve the privacy of employee records concerning drug testing.

Section 19.5. Tests to be Conducted.

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

a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Department of Health and Human Services (DHHS);

b) Verify that the laboratory or facility selected meets or exceeds all DHHS standards;

c) Verify that the laboratory follows employee chain of custody procedures for both sample

collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this policy shall be permitted at any time to become a part of such chain of custody;

d) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

e) Require that the laboratory or hospital facility report to the District's medical review physician ("MRO") that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug;

f) Have the District's MRO follow up with such investigation as the MRO deems appropriate;

g) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 19.6. Test Procedures.

(A) The Fire Chief or his/her designee shall employ testing for the presence of drugs/alcohol according to procedures which ensure the accuracy and reliability of such test results. Such procedures shall include a second, confirmatory test where an initial test has indicated positive presence of drugs. The Fire Chief or his/her designee shall schedule such tests on dates and times as he/she shall determine in compliance with the test criteria.

(B) Employees shall report for the test or tests on the date and time determined by the Fire Chief or his/her designee and shall:

(1) cooperate fully in the completion of all phases of physical/medical examinations including urinalysis in accordance with the instructions given by the testing agents or any follow-up by a MRO; and

(2) be given an opportunity prior to test time to list any pertinent drugs or other substances ingested, inhaled, or injected within the previous thirty (30) days;

An employee may request that an additional set of drug tests be performed by a second laboratory other than that designated by the District. Such request will be granted, provided the following:

(1) The employee's request is made prior to any testing by the District or its designated laboratory;

(2) The second laboratory is selected by the employee from a list of licensed laboratory facilities, mutually agreed upon by the District and the Union;

(3) The test(s) by the second laboratory are to be performed solely at the employee's expense and shall include a confirmatory test of any initial positive test;

(4) The test(s) by the second laboratory must be performed on a portion of the same specimen tested by the District or its designated laboratory;

(5) The specimen is transported directly from laboratory to laboratory by bonded courier assuring chain of custody without handling by the employee or any other District member and the laboratory chosen by the employee must provide for the same chain of custody protections set forth herein to protect the integrity of the specimen; and

(6) Test results from the second laboratory are provided directly to the District, or the MRO, as well as to the employee.

(C) Falsification of any documentation or information or failure to cooperate shall be considered grounds for discipline, up to and including discharge.

(D) Notification Responsibilities. The Fire Chief or his/her designee shall be responsible for ensuring that members have been properly notified of the date and time of a scheduled physical/medical examination and that the notification has been properly documented. Such recording shall be done in a manner so as to preserve the privacy of the individual member by avoiding any reference to the purpose of the scheduled examination.

(E) Where any test results are confirmed positive, the Fire Chief or his/her designee shall be authorized to initiate any investigation necessary. The member will be given an opportunity to explain positive test results.

Section 19.7. Discipline.

In the event an employee violates the prohibition against the possession or sale of any illegal drug, or is found to be consuming, possessing or adversely affected by alcohol while on duty, he/she may be disciplined as warranted by the circumstances up to and including termination.

Section 19.8. Employee Assistance Program.

The District shall establish an employee assistance program which shall be available to bargaining unit employees at no cost to them.

Where an employee voluntarily comes forward and seeks assistance with a drug and/or alcohol related problem prior to an actual or reasonably imminent order to be tested by the District, the Fire Chief shall not impose disciplinary action for such problem so long as the employee successfully completes a period of after care as follows:

- Medical Tests. The employee agrees to submit to random medical testing during a two-

year period (not to exceed six (6) times per year). This shall include testing for the presence of drugs and/or alcohol.

- Program Participation. The member will be required to enroll and fully participate in an appropriate rehabilitative or Employee Assistance Program which is acceptable to the Fire Chief. If the member tests positive at any time during the two-year period or if he/she otherwise violates the provisions of this policy concerning program participation, the Fire Chief may impose discipline, including termination as deemed to be appropriate by the Chief under the
- circumstances. Refusal to submit to initial medical testing or subsequent tests under the agreed terms shall result in immediate imposition of discipline.
- Criminal Conviction. Where the employee is convicted, at any time, either during participation in any program or not, of any section of the Cannabis Control Act or
- the Controlled Substance Act, the appropriate discipline including termination shall be immediately imposed. The provisions of this Section 19.8 shall not prohibit the imposition of discipline for acts or conduct which violate departmental rules or regulations and which are apart from the drug and/or alcohol problem which led the employee to voluntarily come forward and seek assistance.

ARTICLE 20
OUTSIDE EMPLOYMENT

Employees shall notify the Chief in writing of any outside employment. Outside employment shall be defined as employed 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 on outside employment on their days off, however such employment shall not:

(1) result in a conflict of interest;

(2) bring the District into disrepute;

(3) result in outside work during an employee's work shift;

(4) involve the use of District equipment, supplies or facilities; or

(5) adversely impact the employee's ability to do the job for the District.

ARTICLE 21
UNION SOLICITATION OF CITIZENS AND RESIDENTS

While the District acknowledges that the Union may be conducting solicitation of District merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions or donations on behalf of the District. The Union agrees that the District's name or insignia, communications systems, supplies and materials will not be used for solicitation purposes and solicitation by bargaining unit employees may not be done on work time. Neither the Union nor its agents or representatives may use the words "West Chicago Fire Protection District" in its name or describe itself as "West Chicago Fire Protection District No. 3970."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 otherwise lawful and truthful comments concerning such solicitation.

ARTICLE 22
DEPARTMENT RULES

Employees shall be required to comply with all rules and regulations, policies and procedures of the 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 the rule, regulation, policy or procedure upon the direction of the supervisor and any dispute over the matter will be resolved through the grievance procedure.

ARTICLE 23
PROMOTIONS

Section 23.1. Requirements.

Promotions to the ranks of Lieutenant and Battalion Chief shall be governed by the requirements of the Fire Department Promotion Act, 50 ILCS 742, and Chapter IV of the current West Chicago Fire Protection District Board of Fire Commissioners Rules and Regulations on Promotion.

In the event of a conflict between the Promotion Act and the Commissioners' Rules and Regulations on Promotion, the terms of the Promotion Act and this Agreement shall control.

Section 23.2. Expedited Arbitration.

If the Union reasonably believes that the District is violating, or about to violate the provisions of this Article under circumstances where a grievance filed under the regular procedures of the parties' contractual grievance procedure would not timely be heard and resolved by the arbitrator, then the union may request expedited arbitration under this Article, and immediately advance the dispute to arbitration under the arbitration provisions of this Agreement. The parties further agree that regarding any grievance alleging a violation of this Article, whether on an expedited basis or otherwise, Arbitrator Edwin Benn shall serve as the arbitrator unless unable to do so or unless the parties agree otherwise.

Section 23.3. Oral interview.

The oral interview process will be conducted by the West Chicago Fire Protection District Board of Fire Commissioners. The oral interview process will consist of a total of 10 questions. The Union and the District agree to follow Local Government (50 ILCS 742/) Fire Department Promotion Act pertaining to the Oral interview process.

Section 23.4. Seniority

For the purposes of the Battalion Chief and Lieutenant promotional testing, seniority points shall be calculated and awarded based upon the pool of candidates participating in the promotional process. The most senior candidate (with the maximum being twenty-five (20) years equating to (7,300) days of service may be used) shall be awarded the maximum one (1.00) point of the available credit and then multiplied by ten (10) to give the candidate's score for seniority. Thereafter, each candidate with lower seniority shall be awarded points based upon the fractional difference of the most senior candidate's time of service to the lower candidate's time of service to the day. That fraction of available credit shall be multiplied by ten (10) to give the candidate's score for seniority.

Example: For the most senior candidate with an anniversary date of 7/1/1992 and a test date of 7/1/2019: (9855 days of service) divided by (maximum 7,300 days of service) equals 1.35 (maximum of 1.00). 1.00 multiplied by 10 to equal the maximum of ten (10) points available for seniority.

Example: For the least senior candidate with an anniversary date of 3/12/2014 and a test date of 7/1/2020: (2300) days of service) divided by (7,300) (most senior candidate has (20) 25 years of service) equals (0.32). (0.32) multiplied by 10 to equal (3.2) of the maximum ten (10) for seniority.

A Seniority Panel shall be established ninety (90) days prior to the written examination utilizing the same members as described in the Ascertained Merit Panel description found within Section 23.3 of this agreement. It will be the responsibility of the Seniority Panel to calculate the seniority points for each candidate.

Section 23.5. Assessment Center.

A mutually agreed upon testing company or organization will conduct the assessment center. The assessment center will consist of a total of three (3) components with one of those components being a tactical evaluation. Within this process, the Union and District agree that a proctor will sit in on the process to ensure a fair evaluation on the member's behalf. The District will be notified of this member ahead of the testing process.

Section 23.6. Written Test.

The Union and the District agree to follow the Written test procedures outlined in the Local Government (50 ILCS 742/) Fire Department Promotion Act. The written test will consist of one hundred twenty (120) True/false and multiple-choice questions. Questions on the written exam shall be based on The District's policy manual, the West Suburban Fire Alliance SOG's, the Collective Bargaining Agreement between the West Chicago Fire Protection District and Local 3970, and two (2) books selected by the Fire District excluding any textbooks. All questions on the written exam must be graded on site after the conclusion of the exam. Each individual will have the opportunity to challenge questions following the conclusion of the exam.

Section 23.7. Ascertained Merit

A "Ascertained Merit Panel" (AMP) shall be established at least ninety (90) days prior to the written examination. The AMP shall consist of the Chief or Deputy Chief, a Union Executive Board Member (that is not involved in the promotional process) and a member of the Fire Commission. The Fire Commission member shall be designated chairman. It shall be the candidate's responsibility to submit a written request, complete the Fire Commission's Request Form for Ascertained Merit points and provide all the supporting documentation (college diplomas, OSFM certifications, letters of good standing, certificates of completion, etc.) at the time

of written test. A list of approved coursework for consideration is outlined in Section 23.5 and Section 23.6 of this agreement. Some specialized training and/or OSFM certifications have changed over the years. The AMP shall correlate these specialized training and/or OSFM certifications with current terminology. A simple majority is required to award credit for each ascertained merit request. The AMP shall award as many points as are satisfactorily documented up to the maximum points allowed. A written response from the AMP shall be given to each candidate. This written response shall detail which ascertained merit points were awarded and reasons for the denial of any requested ascertained merit points. Candidate's requesting an appeal of awarded Ascertained Merit will be given five (5) business days, upon receipt of the AMP's written response, to file an appeal. This will be done through written request to the Commission. The AMP will have five (5) business days to respond to the appeal.

Section 23.8. Battalion Chief Test

a. Requirements

- 2 years as a West Chicago FPD Lieutenant
- OSFM Fire Officer II (full or provisional) or OSFM Advanced Fire Officer
- Associate's degree (from accredited institution)

***Proof of requirements being met must be submitted by date of written examination.

b. Components	**Weighting**
Oral Interview	10%
Seniority	10%
Assessment Center	35%
Ascertain Merit	10%
Written Exam	35%

Ascertained Merit

Course Work	Points
Category 1 – Maximum of 50 points	**(50)**
Bachelor's degree or Master's degree (or higher) *Degrees must be from an accredited school	30
OSFM Chief Fire Officer Certification or NFA Executive Fire Officer	20
Incident Safety Officer (40 hours: IFSI or ISFSI)	20
NIMS 300/400 Command & General Staff Functions for Local Incident Management Teams	5
Course work from qualifying agencies: IFSI, OSFM, Illinois Fire Chiefs, FEMA, NFA, a Regional Fire Academy or IDPH recognized Organization	
Category 2 – Maximum of 50 points	**(50)**
Candidates that complete course(s) more than 39 hours receive five (5) points for possessing a certificate of completion for each course.	5 Points

- Credit will not be given for any class that is a prerequisite to take the promotional exam
- Credit will only be given for one certification for the same class (no double dipping); e.g., IFSI Safety Officer & NFA Safety Officer

Section 23.9. Lieutenant Test

a. Requirements

5 years non-probationary service with their West Chicago FPD
OSFM Fire Officer 1 (Full or Provisional) or OSFM Basic Fire Officer
***Proof of requirements being met must be submitted by date of written examination.

b. Components	**Weighting**
Oral Interview	10%
Seniority	10%
Assessment Center	35%
Ascertain Merit	10%
Written Exam	35%

Ascertained Merit

Course Work	**Points**
Category 1 – Maximum of 20 points	**20**
Associates Degree **or**	10
Bachelor's Degree **(or higher) **Must be from accredited college**	20
Course work from qualifying agencies: IFSI, OSFM, Illinois Fire Chiefs, FEMA, NFA, a Regional Fire Academy or IDPH recognized Organization	
Category 2 – Maximum of 80 points	**80**
Candidates that complete course(s) from the qualifying agencies shall accrue the point value listed below for possessing a certificate of completion for each course. Each class hour within the completed course will account for (.2) points towards the candidate's total points. value.	Maximum 80 points

Class Hours	Points Earned
8	1.6
16	3.2
24	4.8
32	6.4
40	8
50	10
60	12
70	14
80	16
120	24
160	32

- Credit will not be given for any class that is a prerequisite to take the promotional exam
- Credit will only be given for one certification for the same class (no double dipping); e.g., IFSI Safety Officer & NFA Safety Officer

ARTICLE 24
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, agency or court of competent jurisdiction (but not the District Board of Trustees), such decision shall apply only to the specific Article, Section or portion thereof specified in the Board, agency or court decision; and upon issuance of such a decision, the District and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof, and the remaining parts or portions of th Agreement shall remain in full force and effect. The District may take reasonable steps to comply with the Americans With Disabilities Act. Any changes in the specific language of this Agreement whether by additions or deletions, amendments or modifications shall be by mutual agreement, in writing and signed by both parties.

ARTICLE 25
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which either conflict with, or are not covered by, the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue (except as provided in Article 12, Section 12.2) which was known to them at the time of bargaining and which either was or could have been negotiated, and that the understanding and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Notwithstanding the foregoing, the Union specifically does not waive and reserves its right to engage in impact/effects bargaining.

ARTICLE 26
TERMINATION

This Agreement shall be effective on June 1, 2025, unless specifically stated otherwise, and shall remain in full force and effect until 11:59 p.m. on May 31,2028 (except as provided in Article 12, Section 12.2). It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days and no more than one hundred fifty (150) days prior to the anniversary date that it desires to modify this Agreement, however, this shall not be deemed to be a consent or a waiver of any right set forth in Section 14 of the Illinois Public Labor Relations Act. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

Executed this 16 day of January, 2026.

WEST CHICAGO PROFESSIONAL FIRE FIGHTERS ASSN., LOCAL NO. 3970, IAFF:

WEST CHICAGO FIRE PROTECTION DISTRICT:

APPENDIX A

Acting Out of Class
Procedures

Rank of Lieutenant:

In the event that the role of Lieutenant is to be filled by an Acting Officer, a Firefighter shall be required to meet the following qualifications to be assigned:

- 4 years (or more) non-probationary service with West Chicago FPD
- OSFM Fire Officer I or OSFM Basic Company Officer
- Fulfilled any prerequisite qualifications as established by the Fire District

When an Acting Officer vacancy occurs, it will be filled using the following order:

1. Firefighters assigned to the shift and station where the vacancy has occurred, that are on the active Lieutenant's list, from highest to lowest score.
2. Firefighters assigned to the shift and station where the vacancy occurred, that are not on the active Lieutenant's list, but meet the Acting Officer qualifications, by seniority
3. Firefighters assigned to the shift, but a different station, that are on the active Lieutenant's list, from highest to lowest score
4. Firefighters assigned to the shift, but a different station, that are not on the active Lieutenant's list, but meet the Acting Officer qualifications, by seniority.
5. Firefighters that are normally assigned to another shift (trade or overtime),that are on the active Lieutenant's list, from highest to lowest score.
6. Firefighters that are normally assigned to another shift(trade or overtime), that are not on the active lieutenant list, but meet the Acting Officer qualifications, by seniority.

Rank of Battalion Chief:

In the event that the role of acting Battalion Chief is established by the Fire District, the position will be filled by a Lieutenant. A Lieutenant shall be required to meet the following qualifications in order to be assigned to fill the position:

- Rank of Lieutenant with West Chicago FPD
- OSFM Fire Officer II or OSFM Advanced Fire Officer
- Fulfilled any prerequisite qualifications as established by the Fire District

When an Acting Battalion Chief is needed, it will be filled using the following order:

1. Lieutenants assigned to the shift where the vacancy has occurred and are on the active Battalion Chief's promotional list, from highest to lowest score.
2. Most senior qualified Lieutenant on the shift where the vacancy has occurred.
3. Lieutenants that are normally assigned to another shift (trade or overtime), that are on the active Battalion Chief's list, from highest to lowest score.
4. Most senior qualified Lieutenant that is normally assigned to another shift (trade or overtime).

APPENDIX B

7(G)AGREEMENT

I, _____agree and understand that for all straight time hours in my regular job as a firefighter at the West Chicago Fire Protection District, I will be paid in accordance with the wage scale as outlined in the parties' Collective Bargaining Agreement. I also agree and understand I will be paid one and one-half (1 1/2) times that rate of pay for all overtime hours worked in that capacity. I further understand and agree that all hours worked outside my regular job assignment as a firefighter which have been agreed upon by the parties and assigned by the Fire Chief, when I function as a _____, I will be compensated at a rate in accordance with the pay scale outlined in the 7(g) Agreement provided for in Article , Section 4.12 of the Collective Bargaining Agreement.

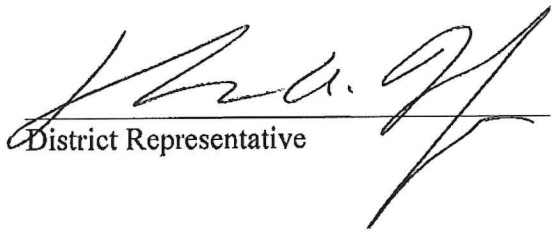
West Chicago Fire Protection District	Date
West Chicago Professional Fire Fighters Local No. 3970, IAFF	Date
Employee	Date

Side Letter of Agreement

Regarding Battalion Chief Residency

The District agrees that upon execution of this Agreement, employees in the rank of Battalion Chief (& All Union members) will no longer be subject to any residency restrictions/requirements.

Signed this 1st day of July, 2014.



District Representative