AGREEMENT

Between

BENSENVILLE FIRE PROTECTION DISTRICT #2

&

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO, CLC

LOCAL 2968

JANUARY 1, 2026 - DECEMBER 31, 2029

COLLECTIVE BARGAINING AGREEMENT

Between

BENSENVILLE FIRE PROTECTION DISTRICT #2, IL.

and

BENSENVILLE PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 2968,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2026, through December 31, 2029

Table of Contents

PREAMBLE 1
ARTICLE I RECOGNITION 1
Section 1.1 Recognition 1
Section 1.2 Fair Representation 2
Section 1.3 Union Officers 2
ARTICLE II 2
Section 2.1 Dues Check off 2
Section 2.2 Union Indemnification 3
Section 2.3 Union Office and Bulletin Boards 4
Section 2.4 Indemnification 4
ARTICLE III 5
ARTICLE IV 6
Section 4.1 Application of Article 6
Section 4.2 Minimum Shift Complement 6
Section 4.3 ALS Response and Staffing 7
Section 4.4 Normal Work Week 7
Section 4.5 Changes in Normal Work Period and Workday 8
Section 4.6 Overtime Pay 8
Section 4.7 Compensatory Time 9
Section 4.8 Hold Over, Hire Back and Shift Retention 9
Section 4.9 Employee Shift Substitution 12
Section 4.10 No Pyramiding 13
Section 4.11 7G Pay Rate 13
Section 4.12 Class Time 14
ARTICLE V 14
Section 5.1 Definition 14
Section 5.2 Procedure 15
Section 5.3 Arbitration 16
Section 5.4 Limitations on Authority of Arbitrator 17
Section 5.5 Employee Right to Self-Representation 17
Section 5.6 Time Limit for Filing 17
Section 5.7 Miscellaneous 18
Article VI 18
Section 6.1 No Strike 18
Section 6.2 No Lockout 19
ARTICLE VII 19
Section 7.1 Holidays for Employees Assigned to 24-Hour Shifts 19
SECTION 7.2 Eligibility Requirements 20
ARTICLE VIII 20
Section 8.1 Definition of Seniority 20
Section 8.2 Probationary Period 21
Section 8.3 Seniority List 21
Section 8.4 Layoff 21
Section 8.5 Recall 22
Section 8.6 Termination of Seniority 22
ARTICLE IX 23
Section 9.1 Vacation Benefits 23
Section 9.2 Eligibility and Allowances 24

Section 9.3 Vacation Scheduling....25
Section 9.4 Vacation Rights in Case of Layoff or Separation....28
ARTICLE X....28
Section 10.1 Purpose....28
Section 10.2 Allowance....28
Section 10.3 Days Earned in Accumulation....29
Section 10.4 Notification....29
Section 10.5 Medical Examination....29
Section 10.6 Sick Leave Utilization and Post Employment Health Plan....30
Section 10.7 Donation of Paid Leave....31
Section 10.8 "Wellness Bonus"....31
ARTICLE XI....32
Section 11.1 Discretionary Leaves....32
Section 11.2 Application for Leave....32
Section 11.3 Military Leave....32
Section 11.4 Jury Duty – Witness Leave....32
Section 11.5 Funeral Leave....33
Section 11.6 Unpaid Leave for Illness, Injury or Pregnancy....34
Section 11.7 Benefits While on Unpaid Leave....35
Section 11.8 Leave for Injuries in Line of Duty....35
Section 11.9 Non-Employment Elsewhere....36
ARTICLE XII....36
Section 12.1 Wage Schedule....36
Section 12.2 Educational Incentive Pay....36
Section 12.3 National Fire Academy....38
Section 12.4 Stipends....38
Section 12.5 Wage Rates for Working Out of Classification....40
Section 12.6 Longevity Pay....41
ARTICLE XIII....41
ARTICLE XIV....43
Section 14.1 Coverage....43
Section 14.2 Cost....44
Section 14.3 Cost Containment....44
Section 14.4 Life Insurance....44
Section 14.5 Dental Insurance Option....45
Section 14.6 IRC Section 125 Plan....45
Section 14.7 Terms of Insurance Policies to Govern....45
Section 14.8 Insurance Committee....46
ARTICLE XV....46
Section 15.1 Gender....46
Section 15.2 Ratification and Amendment....46
Section 15.3 Termination Effect....47
Section 15.4 Fitness Examinations....47
Section 15.5 Drug Testing....48
Section 15.6 Outside Employment....54
Section 15.7 Tobacco....54
Section 15.8 Labor-Management Meetings....54
Section 15.9 Rules and Regulations....55
Section 15.10 Pension Pick-up....55
section 15.11 Protective Equipment....55
Section 15.12 Communicable Diseases....55

Section 15.13 Inoculations 56
Section 15.14 Use of Paid-on-Call Firefighters 56
Section 15.15 Residency 57
Section 15.16 Night Training 57
section 15.17 2% FFITB Fund 58
Section 15.18 EMT-B/ P License and Exam Fee Reimbursement 58
Section15.19 Light Duty 58
ARTICLE XVI 60
Section 16.1 Physical Fitness Requirements 60
ARTICLE XVII 60
Section 17.1 Application of Article to Officers 60
Section 17.2 Discipline 60
Section 17.3 Fire Chiefs Authority to Discipline and to Suspend Pending Investigation and/ or Hearing 61
Section 17.4 Irrevocable Election of Appeal Procedure 62
Section 17.5 Board of Fire Commissioners Option 63
Section 17.6 Grievance and Arbitration Option 63
Section 17.7 Finality of Decision and Judicial Review 64
Section 17.8 Exclusivity of the Disciplinary Procedures 64
Section 17.9 Limitation of Liability of District 65
ARTICLE XVIII 65
ARTICLE XIX 66
ATRICLE XX 66
ARTICLE XXI 67
ARTICLE XXII 68
Section 22.1 General 68
Section 22.2 Applicability 68
Section 22.3 Vacancies 68
Section 22.4 Eligibility 69
Section 22.5 Weight of Factors 69
Section 22.6 Factors 70
Section 22.7 Order of Selection 77
Section 22.8 Duration 77
Section 22.9 Waiving of Monitoring 78
Section 22.10 Rights of review 78
Section 22.11 Non-Waiver 78
ARTICLE 23 79
Appendix A 1
FIREFIGHTER PAY SCALE 1
LT PAY SCALE 1
BC PAY SCALE 2

PREAMBLE

THIS AGREEMENT entered into by the BENSENVILLE FIRE PROTECTION DISTRICT NUMBER 2, ILLNOIS (hereinafter referred to as the "District" or the "Employer") and the BENSENVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 2968, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter referred to as the "Union"), is in recognition of the Union's status as the representative of the District's full time firefighters in the rank of Battalion Chief, Lieutenant or Firefighter, and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the District; the establishment of a peaceful procedure for the resolution of grievances as provided herein; and the establishment of an agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows.

ARTICLE I RECOGNITION

Section 1.1 Recognition

The District recognizes the Union as the sole and exclusive collective bargaining representative for all sworn or commissioned full-time fire fighters in the rank of Firefighter, Lieutenant, or Battalion Chief (hereinafter referred to as "employees"). Excluded are all other employees, including, but not limited to, any employees holding the position of the Fire Chief, Fire Prevention Bureau Supervisor, or Training Officer (unless filled by a Battalion Chief, Lieutenant, or Firefighter); all sworn or commissioned full-time firefighter above the rank of Battalion Chief; all part-time or temporary employees; all auxiliary, reserve, volunteer or paid-on-call firefighters; all employees excluded from the definition of "firefighter" as defined in the Illinois Public Labor

Relations Act (as it existed on January 1, 1992); all civilian employees; all non-Fire District employees; and all other managerial, supervisory, confidential, professional, and short term employees, as defined by the Illinois Public Labor Relations act (as it existed on January 1, 1992).

Section 1.2 Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify and hold harmless the District form any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.3 Union Officers

For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary, and Treasurer.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1 Dues Check Off

While this Agreement is in effect, the District will deduct from each employee's paycheck once each pay period the regular monthly Union dues based on a uniform amount of formula for each employee in the bargaining unit who has filed with the District a lawful, voluntary, effective check off authorization form. The District will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control. Total deductions collected for each pay period shall be remitted by the District to the Treasurer of the Union together with a list of employees for whom deductions have been made not later

than seven (7) calendar days after the deduction date, or, if remitted by direct deposit, on the same day as paychecks are issued. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. A Union member desiring to revoke the dues check off may do so at any time with thirty Day's written notice to the District and the Union Treasurer. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the District receives a notice of revocation of dues check off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deduction. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the District's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VI (NO Strike-No Lockout). The actual dues amount to be deducted shall be certified to the District by the Treasurer of the Union and shall be the same uniform amount or formula for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform amount or formula which will be regular monthly dues twice each calendar year during life of this Agreement. The Union will give the District thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2 Union Indemnification

The Union shall indemnify, defend, and hold harmless the District and its officials, representatives, and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the District in complying with provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 2.3 Union Office and Bulletin Boards

The District shall continue to make available the use of space at station 107 for a secured office for the Union. The District shall have no obligations with regards to building, furnishing, or equipping the space. Also, any improvements or work done to the space shall be approved first by the Fire Chief and done at the Union's expense.

The District will make available suitable in each fire station for a bulletin board purchased by the Union for the posting of official Union notices which are not political, inflammatory, partisan, or defamatory in nature. These bulletin boards shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices of District premises to such bulletin boards. The Union officers and stewards for each work area shall be the sole Union officials authorized to post notices on such bulletin boards and will be responsible for maintaining same in an orderly and neat fashion, and for assuring that notices are not political, inflammatory, partisan, or defamatory in nature. The Union shall make a good faith effort to ensure that notices of this sort are not posted on the boards.

Section 2.4 Indemnification

The Union shall indemnify and hold harmless the District against any and all claims, suits or judgements brought or issued against the District as a result of any action taken pursuant to the check-off provision, including any costs incurred by the District arising from challenges to the fair share fee amount provided, that the District has not promoted or instigated such challenge. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

a. The District gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires, and
b. The District gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the initial trail and all appellate levels.

c. In the event the District can demonstrate that a conflict of interest exists, the District shall have the right to select its own counsel, which will paid for by the Union.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions, of this Agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the District prior to the District's recognition of the Union as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to, the following:

To plan, direct, control, schedule and determine all the operations and services of the District; to determine the District's mission, objectives, polices and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of District affairs; to establish the qualifications and conditions for employment and to employ employees; to schedule and assign work; to hire, assign, promote, or transfer employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make, alter and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to contract out for goods and services; to determine whether services are to be provided by employees covered by this Agreement or by other

employees not covered by this Agreement; and to take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Fire Chief, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and law of the State of Illinois and the Constitution and laws of the United States.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 4.1 Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 4.2 Minimum Shift Complement

The District shall regularly maintain a minimum shift complement of not less than five (5) bargaining unit employees (i.e., Firefighters, Lieutenants and Battalion Chiefs who are assigned to one of the three 24- hour shifts) on duty on any shift, as a safety factor for the employees covered by this Agreement and to ensure an effective response to fire calls. Nothing shall preclude the Employer from increasing additional full-time bargaining unit staffing when it becomes feasible to do so. Further, the parties agree

that there shall always be assigned a Lieutenant or an Acting Lieutenant at Station 107 unless no one on that shift that day is eligible to act as the officer.

Section 4.3 ALS Response and Staffing

The District shall maintain the current ALS response for front line fire vehicles initiated by both the District and Union in 2015. The staffing of these vehicles (Engine, Squad, and Quint) shall be with full-time commissioned and certificated personnel with at least a minimum of one Paramedic (Firefighter or Lieutenant) in accordance with IDPH guidelines for ALS service.

Section 4.4 Normal Work Week

The current normal workday for employees assigned to 24 consecutive hour shifts shall be 24 hours of work (one shift), followed by 48 consecutive hours off duty (two shifts). The work period for employees assigned to 24-hour shifts is 15 calendar days.

Employees shall receive one Kelly Day scheduled off every twelfth (12^{th}) duty day for employees assigned to 24-hour shifts, thereby reducing the normal work week to an average of 51.33 hours. For Fair Labor Standards Act (FLSA) purposes under this 15-day work period, each 24-hour shift employee's individual work period shall begin at 07:30 p.m. so that twelve (12) hours of an employee's Kelly Day shall fall in one work period and the remaining twelve (12) hours of the day shall fall in the following work period.

The sequence of employee's Kelly Days on each shift shall be scheduled so that no more than one employee is scheduled off on a Kelly Day on any given 24-hour duty shift. Kelly Days shall be taken on the assigned date and may not be exchanged, except among employees on the same shift. Such exchange shall be governed by the provisions of Section 4.9 and shall be considered a duty trade for FLSA purposes and will not result in the payment of overtime to either of the employees involved in the exchange of work reduction days.

Section 4.5 Changes in Normal Work Period and Workday

The shifts, workdays and hours to which employees are assigned shall be stated on the District work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday, shift, or work period, the District will give at least twenty-four (24) hours' notice where practicable of such change to the individuals affected by such change (or earlier notice, whenever possible, in the case of pre-scheduled training), provided that the District will not exercise its authority under this Section to change the basic 24-hour shift schedule for Around-the-clock emergency response personnel. The District reserves the right to transfer employees from one shift to another for an indefinite term. It is also expected that the District may exercise its authority under this Section to temporarily assign individuals to different workdays, shifts, or work periods due to operating needs, such as training, special assignments, or extraordinary emergency circumstances such as natural disasters.

Section 4.6 Overtime Pay

Except as provided in Section 4.7 and 4.8, members assigned to 24-hour shifts shall be compensated at time and one-half the employee's regular straight-time hourly rate of pay for hours worked in excess of 114 hours in the employee's normal 15-day work period. Upon implementation of the 15-day work period, 24-hour shift employees shall be compensated at time and one-half the employee's regular straight time hourly rate of pay by payment of an additional half-time for hours worked in excess of 114 hours in the work period (or such other hours ceiling that may be applicable under the Fair Labor Standards Act (FLSA) should the District designate a different work period with the consent of the Union in accordance with the FLSA). Such overtime pay shall be received in fifteen (15) minutes segments. Employees assigned to 8-hour shifts will be paid one and one-half times their regular straight-time hourly rate of pay for all hours worked in excess of 40 hours in their normal 7-day work period. For purposes of this Article, time worked shall not include any uncompensated periods or time which is compensated under the leaves of absence portion if this Agreement, including but not limited to sick leave, vacation, holiday and funeral provisions. For overtime hourly rate calculations, the total hours worked per year is 2,679 hours.

Scheduling of advance Overtime. The current practice of a union officer administering advance overtime shall remain in effect.

Section 4.7 Compensatory Time

Unless an employee elects to receive compensatory time at the time of an overtime assignment, all compensation for overtime shall be in the form of wages at the applicable overtime rate. Employees shall not be permitted to accumulate more than 120 hours of compensatory time which shall be allowed to rollover from year to year.

Employees shall be allowed to schedule compensatory time off subject to the following conditions:

The time scheduled shall be in no less than twenty-four (24) hours increments.

The scheduling shall not cause the shift staffing to fall below the contract's minimum or operational needs of the District.

A written request is submitted to the Battalion Chief in charge of the shift at least 48 hours in advance of the start of the requested time off.

Every year a bargaining unit member shall be allowed to sell back up to twenty-four (24) hours of compensatory time to the District at the then applicable hourly rate of pay. The member shall notify the District by June 15th of every year and the payment shall be made to the member in the first full pay period of July.

Section 4.8 Hold Over, Hire Back and Shift Retention

In the event the need for holdover or hire back should occur in the Fire District, employees shall be compensated for such holdover or hire back work at one and one-half their regular straight-time hourly rate of pay with a minimum of two (2) hours pay unless it extends into their regular shift. Overtime compensation shall be paid for all authorized hours worked more than the regularly scheduled hours of duty.

Overtime shall be equally distributed with preference based upon seniority, rank, and availability of employees. However, nothing herein shall impede the operational efficiency of the District. Wherever possible, overtime assignments will be made a minimum of 24 hours prior to such overtime. If an employee demonstrates that he/she

was improperly passed over for an assignment according to the procedures set forth in this Section, he/she shall be given first preference for the next overtime assignment.

Overtime for all employees shall be distributed from the current card system with ongoing and rotating lists. One list being overtime for officers, one being for overtime for firefighters with the other being overtime for force back.

The following rules shall govern the assignment of holdover and hire back, where applicable:

a. All holdover and hire back fulfillments shall be conducted using the District's recognized callback card system procedure unless overtime becomes available at the start of an oncoming shift. Each eligible member will have one (1) hour to respond to the callback for overtime by calling the Battalion Chief or Acting Battalion Chief on duty, except when said overtime is deemed time sensitive.

b. If overtime becomes available at or before the start of a shift day, this overtime shall be time sensitive, and the callback card system would be initiated with a one (1) minute wait time. If no firefighter responds, all employees on the off-going shift will be asked first in accordance with the appropriate force back list. If the overtime requires a Firefighter/Paramedic and all refuse, the Lieutenants shall be asked to fill the overtime assignment to avoid a forceback. If they refuse, the Battalion Chief/Acting Battalion Chief would then implement a force back of a lieutenant or firefighter. If the overtime requires an Officer, the callback card system would be initiated with a one (1) minute wait time. If no officer responds, the off going officer would be forced back using the force back list.

c. Employees on top of the appropriate lists shall be asked first. If the employee refuses to work or doesn't respond to the callback, the employee directly underneath shall be asked until the position is filled using the card system.

d. If overtime is known twenty-four (24) hours or more in advance, employees shall be contacted using the callback/text procedure using the appropriate overtime lists.

e. All newly hired employees will be placed at the bottom of the list. If more than one (1) employee is hired at the same time, the employees will be placed in seniority with the least senior employee at the bottom of said list.

f. An employee who is working forty-eight (48) continuous hours shall not be forced back for an additional day unless the employee chooses to voluntarily work the overtime or trade placing him/her on an extended shift pattern lasting longer than (48) hours.

g. Employees may be asked to work longer at the chief's or his designee's discretion and for unforeseen emergency situations and disasters. Employees may not refuse overtime assignments when there is a required need.

h. An employee who is scheduled for class time shall not be forced back to work.

i. If an employee is leaving on a scheduled trade of days, the employee may be asked to work but not forced.

j. An employees' scheduled vacation is defined as the first day after the last duty shift worked until the next scheduled duty shift back to work.

k. No employee shall be allowed to work overtime on their own permanently assigned shift, except for Hour Reduction Days (HRD).

l. All firefighters designated as an acting officer shall be paid working out classification pay equal to $2.00 per hour worked above their current base pay in such capacity.

m. The current practice of the Union scheduling overtime shall continue. Specific employees, however, may be selected for overtime assignments based on specific skills, ability, and experience. If an employee demonstrates that he has not received his share of hire-back opportunities, he/she shall be offered sufficient future hire-back opportunities until the imbalance is corrected.

n. Employees are responsible for always keeping a valid and current contact phone number, all changes shall be documented in memo form to the Battalion Chief or Acting Battalion Chief, the Fire Chief, and Human Resources. A copy of this memo shall remain with the employee requesting the change. The new contact phone number shall be placed into service immediately by the Battalion Chief or Acting Battalion Chief.

Section 4.9 Employee Shift Substitution

In accordance with the Fair Labor Standards Act (FLSA), an employee for his own convenience, may voluntarily have another bargaining unit employee in the same position and rank (FF/PM for FF/PM; LT or AO for LT; BC or ABC for BC. However, with the Fire Chief's approval, a BC may trade with a FF/PM) substitute for him by performing work for all or part of the employee's work shift, provided the substitution is requested at least one (1) duty day in advance, does not interfere with the operations of the Fire District (i.e., the trade leaves the shift with personnel capable of performing the assigned duties of the shift and does not interrupt special duty assignments or training, previously scheduled for that day), and is subject to approval by the Fire Chief or his designee. Further, the Fire Chief or his designee, at his discretion, may approve limited

holdovers of less than one (1) hour as partial shift substitutions, at shorter notice than is otherwise required in this Section. Such approval shall be administered uniformly and will not be unreasonably withheld, and notice of the disposition shall be provided to the employee within forty-eight (48) hours of receipt of the request (or within two (2) weeks that involves a duty trade request that is more than one month before the date of the proposed trace). The hours worked by the substitute employee shall be excluded by the District in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works all or part of another employee's scheduled work shift in accordance with this Section, the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift. A bargaining unit member may not use vacation, comp time, or other means of time as a substitute for time on a day scheduled to work for another member. This shall not include sick time if the member uses sick leave in a manner permitted under Article X of this Agreement.

Section 4.10 No Pyramiding

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 4.11 7G Pay Rate

The District may hire bargaining unit employees during their off-duty hours to perform duties and tasks related to the fire District at an hourly rate equal to the hourly rate of 7G pay of $17 per hour paid at 1.5 times the rate for a total of $25.50 per hour. These rates of pay shall increase as follows during the life of this Agreement:

Calendar Year	Hourly Rate	Overtime Rate
2026	$17.55	$26.33
2027	$18.12	$27.18
2028	$18.71	$28.07
2029	$19.32	$28.98

Special team call outs and overtime shift fill-ins will remain paid at the overtime rate and not eligible for 7G pay rate. 7G will apply to the non-regular shift work including but not limited to: Open house, instructors for drill (classroom only), live fire evolutions or hands-on training shall be OT rate, CPR classes, fire academy pay (excluding live fire evolutions), fire inspections, public education, and FIT testing. Special duty stipends including but not limited to (vehicle maintenance, station maintenance, quartermaster, scheduling coordinator, small tools, SCBA) shall be paid 7G as well as other mutually agreed upon special duties and committees.

Section 4.12 Class Time

Employees may be permitted to attend academic courses directly related to the Fire Service during their scheduled working hours with the approval of the Fire Chief for the hours of the class. Members who are pre-approved to attend class may be allowed by the District to attend class (which includes travel time) on duty when appropriate and when sufficient numbers allow. Pre-approval to attend class shall not create overtime, however, the time shall be locked in 48 hours prior to class. If within the 48 hours of being approved to attend the class overtime is created a member shall still be allowed to attend the class. Class Time can be canceled when time off creates overtime (except for the 48-hour exception) except the member may still be able to find his own coverage to attend. Employees should make every effort to cover their own time while attending class for unforeseen circumstances beyond the control of the District.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1 Definition

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the District that there has been an alleged violation, misinterpretation, or misapplication of an express provision of this Agreement.

Section 5.2 Procedure

A grievance will be processed in the following manner:

Step 1: Any employee or Union Officer who has a grievance shall submit the grievance in writing to the Fire Chief or his designee specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts known to the grievant at the time he filed the grievance, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the occurrence of the event first giving rise to the grievance or within fourteen (14) calendar days after the employee grievant or a Union Officer, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Fire Chief or his designee shall render a written response to the grievant within five (5) calendar days after the grievance is presented, with specific reasons for any denial.

Step 2: If the grievance is not settled at Step 1 and the employee, or Union Officer in the case of a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the grievant in writing to the President of the Board of Trustees or his designee within seven (7) calendar days after receipt of the Fire Chiefs answer in Step 1, or within seven (7) calendar days of when the Step 1 answer is due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The President of the Board of Trustees or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant. If no settlement of the grievance is reached, the President of the Board of Trustees or his designee shall provide a written answer to the grievant, within seven (7) calendar days following the meeting, with specific reasons for any agreement or denial.

Section 5.3 Arbitration

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) calendar days of receipt of the President of the Board of Trustees or his designee's written answer as provided to the employee at Step 2 or within ten (10) calendar days of when the Step 2 answer is due:

The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel by submitted. Either party may request that the panel be composed entirely of members of the National Academy of arbitrators residing in the State of Illinois, Indiana, or Wisconsin. Both the District and the Union shall have the right to strike three (3) names from the panel, with the order of striking determined by a coin toss. The party losing the coin toss shall strike a name first, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and District representatives.

a. The District and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The District and the Union retain the right to employ legal counsel.
b. 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.
c. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
d. The fees and expenses of the arbitrator and the cost of the written transcript, if any, shall be borne by the party against whom the arbitrator rules except

that they shall be divided equally between the District and the Union in the event of a split Award; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, 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 Step 1, except when the parties stipulate to a joint statement of the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding on the District, the Union and the employees covered by this Agreement.

Section 5.5 Employee Right to Self-Representation

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

Section 5.6 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the occurrence of the event first giving rise to the grievance or within fourteen (14) calendar days after the employee grievant or a Union

Officer, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance.

If a grievance is not presented by the employee, or the Union Officer in the case of a Union grievance, within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee or the Union. If a grievance is not appealed to the next step within specified time limit or any agreed extension thereof, it shall be considered either as (1) withdrawn by the grievant if so stated on the grievance form or (2) settled on the basis of the District's last answer. If the District does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that 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.

Section 5.7 Miscellaneous

No member of the bargaining unit shall have any authority to settle or respond to a grievance being processed in accordance with the grievance procedure set fourth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining until shall impose any obligation or duty or be considered to be authorized by or binding upon the District unless and until the District has agreed thereto in writing.

Article VI

NO STRIKE NO LOUKOUT

Section 6.1 No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted

refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass absenteeism, or any other intentional interruption or 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, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. In the event of a violation of this Section of this Article, the Union, its officers, and stewards agree to inform employees of their obligations under this Agreement and to direct them to return to work.

Section 6.2 No Lockout

The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union provided the Union complies with Section 6.1.

ARTICLE VII

HOLIDAYS

Section 7.1 Holidays for Employees Assigned to 24-Hour Shifts

The following are paid holidays for employees assigned to 24-hour shifts:

New Year's Day

Martin Luther King, JR Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

All 24-hour shift employees shall receive 80 hours of holiday pay calculated at the employees' straight time hourly rates in a separate check on the first payroll in December of each year.

SECTION 7.2 Eligibility Requirements

Employees on unpaid leave of absence, including Workers' Compensation, on the days before and after a holiday, shall not be eligible for holiday pay.

ARTICLE VIII

SENORITY, LAYOFF AND RECALL

Section 8.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous fulltime employment as a sworn or commissioned firefighter in the Fire District. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absence, or a layoff of thirty (30) calendar days or more. Conflicts of seniority shall be determined on the basis of the order of the employees on the Board of Fire Commissioners hiring list, with the employee higher on the list being the more senior.

Section 8.2 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the District. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire Commissioners to contest such a suspension, layoff, or termination.

Section 8.3 Seniority List

On or before November 15 of each year, the District will post and provide the Union President with a seniority list of all employees in the bargaining unit 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 Union's receipt of the list.

Section 8.4 Layoff

The District, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statutes (Chapter 24, Section 10-2.1-18, as it existed on January 1, 1986). The District will guarantee that employees affected by any layoff will have their full pay and benefits continued for thirty (30) calendar days after they are notified of the layoff or through their last day of actual work for the District, whichever is longer. Prior to the layoff of any bargaining unit members covered by this Agreement, all subcontracted and/or non-commissioned FF/PM positions with the District shall be suspended or laid off first, prior to any bargaining unit members covered by this Agreement.

Section 8.5 Recall

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled (except that employees who are not qualified due to standards or certification requirements which have increased since they were laid off shall be recalled on the condition that they obtain necessary certifications or satisfactorily undergo necessary retraining within eighteen (18) months of recall). Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall (with the first of the twenty-one (21) days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the District has not heard from the employee within fourteen (14) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list. New employees shall not be hired if there are qualified employees on the recall list.

Section 8.6 Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

a. Quits;

b. Is discharged;

c. Retires or is retired;

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

a. Falsifies the reason for a leave of absence;

b. Fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation except for good cause shown due to circumstances beyond the control of the employee;

c. Is laid off and fails to respond to a notice of recall within seven (7) calendar days after receiving notice of recall or fails to report for work at the time prescribed in the notice of recall, or does not otherwise timely respond to a notice of recall as provided in Section 8.5;

d. Is laid off or otherwise does not perform bargaining unit work for the District for a period in excess of twenty-four (24) months; or

e. Is absent for one (1) full 24-hour duty shift (or three consecutive 8-hour duty shifts) without notification to or authorization from the District except for good cause shown due to circumstances beyond the control of the employee.

ARTICLE IX

VACATIONS

Section 9.1 Vacation Benefits

New Hires will be awarded vacation time in accordance with the following schedule at the time of hire:

Starting Date	**1st Year of Service Days**
January – March	5 Shifts (120 hours)
April – June	4 Shifts (96 hours)
July – September	3 Shifts (72 hours)
October – December	2 Shifts (48 hours)

January 1st of the following calendar year shall be considered the anniversary date for all vacation time based on the following schedule, meaning, if a bargaining unit member

anniversary is in the year they attain their next year of seniority, then that member shall get the additional vacation days effective January 1st of the year:

Starting January 1st of:	**Monthly Credit Hours**	**Number of 24-Hour Work Shifts Per Year**	**Maximum Number of Vacation Splits**
	10 Hours	Five (5) Shifts	One (1)
Year 2 (First Full Year)			
Year 3 – 8	14 Hours	Seven (7) Shifts	Two (2)
Year 9 – 13	20 Hours	Ten (10) Shifts	Three (3)
Year 14 – 19	22 Hours	Eleven (11) Shifts	Four (4)
Year 20 - above	26 Hours	Thirteen (13) Shifts	Four (4)

A member shall receive one (1) additional 24-hour vacation day in the year they retire after 25 years of continuous service. The additional day shall be awarded after a letter of resignation is received and shall be used within the final year of service.

Employees assigned to 24-hour shifts shall earn vacation allowances for any month in which they receive compensation for more than one hundred (100) hours of work.

Section 9.2 Eligibility and Allowances

Vacation benefits shall be credited to an employee's vacation account on January 1st of each year. An employee shall earn vacation credit for any month in which he/she receives compensation for more than One Hundred (100) hours of work. For purposes of this section, "hours of work" shall include not only actual work time, but also paid vacations, compensatory time off, hour reduction days off (Kelly Days), work-related disability leave of less than twelve (12) consecutive months in duration and any sick leave of less than Thirty (30) calendar days in duration. Any sick leave of Thirty (30) calendar days or more in duration and any work-related disability leave of Twelve (12) consecutive months or more in duration shall not be counted as "hours of work" for

purposes of this section, nor shall any other unpaid absence from duty be credited towards "hours of work" for purposes of this section.

Section 9.3 Vacation Scheduling

Vacation benefits will be earned in accordance with the vacation schedule set forth in this Article. Vacation scheduling will begin October 1st and the completed vacation schedule shall be posted prior to December 20th. Employees shall be entitled to schedule all their vacation days accrued during the twelve (12) month period. All vacation days shall be taken by the end of the calendar year in which they are to be scheduled or they will be lost subject to the ability to roll over a non-cumulating seventy-two (72) hours of vacation every year. If an employee is absent from duty on account of an on-duty injury or illness, and such absence occurs during the month of December, and such absence is of such duration that it prevents the employee from utilizing earned vacation days by the end of December, the District shall compensate the employee straight-time rate for such hours of vacation that were not able to be utilized by the employee in accordance with the conditions of this sentence.

In the event an employee's employment is terminated for any reason after he/she has taken vacation time that was not fully earned, the District may deduct any vacation benefits that were used but unearned from any final compensation due to the employee. If an employee's seniority is terminated, he/she (or his/her estate, in the case of death) shall be paid for all unused vacation days that were accrued as of his/her last day of work for the District, at the employee's regular rate of pay at the time of separation.

The following policies shall govern vacation scheduling:

a. All vacations shall be picked on a seniority rotation, based on personnel service dates. Each member shall receive the vacation schedule from the Battalion Chief or his/her designees. Upon receipt of the vacation schedule, each member shall complete their selections and return the vacation schedule to the Battalion Chief or his/her designee within 24 hours. Upon receipt of the vacation schedule in the

second round, each member shall complete their 2nd round selections and return the vacations schedule to the Battalion Chief or his/her designees within 24 hours.

b. The maximum number of vacation splits shall be determined by years of service. All vacation time shall be selected in the first round of selections and any member can attach the maximum one (1) "Kelly" day to each vacation selection in the first round. There shall not be any reserved days in this process.

c. Employees may request to move any of their days after the vacation schedule has been posted to any days within the calendar that does not create overtime bringing the minimum staffing below the contract minimum of Five (5) members a day.

d. All requests to change vacation days to open slots must be submitted to the scheduling officer of his/her designee 48 hours prior to the change.

e. A maximum of One (1) vacation day and One (1) work reduction day ("Kelly Day") per shift shall be allowed in each month during the scheduling process or in the alternative two (2) vacation days. Once the schedule has been completed, members can move their days to any available slot not to exceed Two (2) members off on any shift day. There shall always be allowed off 2 bargaining unit members per shift (whether that be a combination of Compensatory Time, Kelly Day or Vacation Day), If, after vacations are chosen for the upcoming year, a bargaining unit member becomes injured, that bargaining unit member shall count towards one bargaining unit member being off until such time as that member may apply for a disability pension, retires or returns to work. However, throughout the year, if a member has a scheduled sick day or personal day, that would not count towards the 2 bargaining unit member per shift cap.

f. On each shift, a total maximum of Two (2) sworn members shall be allowed off per shift, per day. A minimum of Four (4) sworn members who are Licensed paramedics per day shall be maintained.

g. A minimum of two (2) Officers, including one (1) Battalion Chief/Acting Battalion Chief and one (1) Lieutenant/Acting Officer shall be maintained per day. A minimum of three (3) officers including one (1) BC/Acting BC and two (2)

Lieutenants/Acting officers shall be maintained unless no one is eligible to be AO at station 107, then the minimum is one (1) BC/Acting BC at station 107 and one (1) lieutenant/AO at station 108 at all times. The AO spot shall be paid at the AO rate of pay.

h. Employees shall be allowed to carry-over a maximum of 72 hours of vacation time total to the next year and be considered floating time scheduled no less than 48 (forty-eight) hours from the requested date and not allowed to fall below minimum staffing requirements.

i. All vacation time shall be used in twenty-four (24) hour increments.

j. Employees with unused vacation time as of December 31, 2022, shall have until December 31, 2025, to use all their accrued time, including vacation leave which was to be used in the calendar year ending on December 31, 2025. The District shall have the right, with 30 calendar days' notice, to require employees with accrued vacation time more than the time earned in the previous calendar year to use their vacation time on days in which there is an available vacation slot, and no overtime will be created. For year 2023 and beyond, employees must use all vacation time in the calendar year following the year it was accrued with a maximum of 72 hours carryover to the next year. In the event an employee has not been able to use all accrued vacation time by December 31, 2025, the District will pay the balance of employees' unused vacation leave which could not be taken due to circumstances outside of the employee's control and provided they have made good faith efforts to use their accrued vacation leave by December 31, 2025. The compensation for the qualifying unused vacation leave shall be paid at 100% of the vacation hours available, multiplied by the employee's hourly rate as of December 31, 2025, with the option to have the payment made into their PEHP if and as required by the plan's annual requirements. If not eligible to be paid into the employee's PEHP, the payment shall be in monetary compensation.

Section 9.4 Vacation Rights in Case of Layoff or Separation

Any employee who is laid off more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) Weeks' notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

ARTICLE X

SICK LEAVE

Section 10.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, or acting pursuant to' reasonable instructions for care.

Section 10.2 Allowance

Any employee contracting or incurring any non-service connected sickness or disability (except where the injury or illness is incurred while the employee is performing compensated service outside of his employment with the District) shall receive sick leave with pay as set forth in this Article. In addition, the Fire Chief may approve an employee's absence for personal reasons unrelated to personal illness or injury to be charged against accrued sick leave days, but in no event more than one (1) 24-hour shift (or two (2) 8- hour shifts for employees assigned to 8-hour shifts) in each calendar year.

Section 10.3 Days Earned in Accumulation

Employees shall earn twelve (12) hours of sick leave for each month of service (eight (8) hours for employees on 8-hour shifts). Sick leave shall be earned by an employee for any month in which the employee is compensated for more than one hundred sixty-eight (168) hours of work (one hundred twenty (120) hours of work for employees on 8-hour shifts). Sick leave cannot be taken before it is actually earned. For purposes of this Section only, vacations, holidays and compensatory time taken shall be considered "hours of work". A doctor's note stating that the employee may return to full firefighting duty without restriction, shall be required before returning to duty, if a sick day is used either before or after a Kelly day, either before or after a vacation day, or on a Holiday recognized by the collective bargaining agreement. Anytime that a doctor's note is required for the use of a sick day under this section, said note shall list a written reason/diagnosis for the use of said sick day. A bargaining unit member who utilizes a sick day shall not be eligible for any overtime assignment until that bargaining unit member actually returns to work unless allowed by the Fire Chief.

Section 10.4 Notification

Notification of absence due to sickness shall be given to an individual designated by the Fire Chief (normally the Shift Commander on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Fire Chief in writing), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay.

Section 10.5 Medical Examination

The District may, at its discretion, require an employee to submit a physician's verification of illness where there is a reason to suspect abuse or for an absence of more than one (1) 24-hour shift or more than two (2) eight-hour shifts in a five (5) day period. The District may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick

leave will reimburse the District for the sick leave and the District may deduct such amounts from his paycheck. The District, at its option, may require an employee to submit to a timely and reasonable examination by a physician chosen by the District; if the District requires an employee to submit to an examination by a physician designated by the District, the District will pay the medical expenses to the extent they are not covered by insurance and for pre-approved travel expenses when traveling beyond a forty (40) mile radius from both Station Seventeen and their residence.

Section 10.6 Sick Leave Utilization and Post Employment Health Plan

Sick leave shall be used in no less of an increment than one-half a work shift. Sick leave may be utilized only for the purposes specified in Section 10.2. The District agrees to participate in a Post-Employment Health Plan (PEHP and established in compliance with Section 501(c)(9) of the Internal Revenue Code for the purchase of retiree health insurance or the reimbursement of out-of-pocket medical expenses following employment with the District. The Plan shall be funded exclusively through non-elective employee contributions from their sick leave accounts as provided by this Section and vacation leave as provided in Article 9.

Annual PEHP Contribution. On December 1 of each year of this Agreement, an employee's sick days accumulated and unused during the preceding year in excess of thirty (30) 24-hour shifts (sixty (60) 8-hour shifts for 8-hour shift employees) shall be rolled over into the Post Employment Health Plan at a rate of seventy percent (70%) of the employee's regular daily rate of pay.

PEHP Contribution at Termination. In addition to the above annual payments, upon normal retirement, or upon a resignation with two (2) weeks' notice, the District shall contribute an amount to an eligible employee's Post Employment Health Plan equal to seventy percent (70%) of the employee's regular daily rate of pay for all accrued and unused sick leave days accumulated as of the employee's last day of scheduled work for the District, up to a maximum of thirty (30) 24-hour shifts (or sixty (60) 8-hour shifts for 8-hour shift employees), plus any additional sick days accumulated and unused

during the current year. Any employee who is discharged for cause forfeits all sick leave accrued benefits and shall not be eligible to receive the PEHP contribution at termination otherwise provided by this Paragraph 10.6(B). In no event shall there be any cash payout to employees for any sick leave.

It is agreed that the above PEHP funding provisions may be modified by the annual choice by class of employees participating in the PEHP which may be Section 115 Trust plan.

Section 10.7 Donation of Paid Leave

Any non-probationary member covered by this Agreement is eligible to receive vacation, comp, sick /or personal time from any other member covered by this agreement or to donate time to another. Vacation, sick, comp and/or personal time may be donated to a member by another member if the member is suffering from a non-work related, severe or life-threatening illness, injury, impairment; or physical or mental condition, documented by a medical doctor's certification, which has caused him to be unable to perform his regular duties and be without pay. The request to donate is submitted to the Fire Chief in writing.

Section 10.8 "Wellness Bonus"

Any employee who does not use any sick leave during a calendar year shall receive a wellness bonus of an additional 24 hours of leave time to be taken in the next calendar year. (For example, an employee who does not use any sick leave in 2023 will receive 24 hours of leave time to be taken in 2024). This wellness bonus leave time shall be scheduled by January 31 of the year it is to be taken and shall be forfeited if not taken by December 31 of the same year.

ARTICLE XI

ADDITIONAL LEAVES OF ABSENCE

Section 11.1 Discretionary Leaves

The District may grant a leave of absence under this Article to any bargaining unit employee where the District determines there is good and sufficient reason. The District shall set the terms and conditions of the leave, including whether or not the leave is to be with pay. Nothing in this Article shall diminish the rights under the Family and Medical Leave Act of 1993.

Section 11.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Fire Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted by the Fire Chief, be furnished to the employee by his immediate supervisor and it shall be in writing. The District may require that any employee requesting leave under terms of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, personal or compensatory time off and sick leave, if a sickness is involved) before any non-paid time off shall be utilized.

Section 11.3 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 11.4 Jury Duty – Witness Leave

Employees required to report for jury duty shall be excused from work without loss of pay for jury duty which occurs on scheduled duty days. Employees who are required to attend interviews with District attorneys or who are subpoenaed to testify in court proceedings or to give a deposition on any matter arising out of the employee's performance of his duties with the District shall be released from duty

without loss of pay for such appearances which occur on scheduled duty days, and shall be compensated at time and one-half the employee's straight- time hourly rate of pay for such appearances which occur on scheduled days off. An employee shall immediately notify the Fire Chief or his designee as soon as he receives a notice to appear as a juror or witness or a request to be interviewed by a District Attorney. Depositions, witness appearances and attorney interviews covered by this Section shall be scheduled by the Fire Chief on the employee's duty days, to the extent possible.

To receive compensation from the District for such jury duty, witness appearance or attorney interview, the employee shall sign over to the District any compensation he receives for serving as a witness (or deponent) for any days for which he is compensated by the District and for serving as a juror for any days the employee would otherwise have been on duty. An employee shall report to work during any part of a scheduled duty shift when he is not required to be absent from duty during an attorney interview or in court for jury duty or a witness appearance as provided above. Off-duty lunch breaks shall not be considered time worked under this Section.

Section 11.5 Funeral Leave

In the event of death in the immediate family (defined as the employee's legal spouse, parent, step-parent, grandparents, parents-in-law, grandparents-in-law, child, grand-children, brother, sister, brother-in-law, or sister-in-law), an employee shall be granted up to two (2) 24-hour shifts (or six (6) consecutive 8-hour shifts for 8-hour shift employees) as paid funeral leave if the employee attends the funeral. Leave beyond such two (2) 24-hour shifts (or six (6) 8-hour shifts) shall be approved by the Fire Chief or his designee and will be charged to the employee's sick time (or, if none, to the employee's vacation allowance).

An employee shall provide satisfactory evidence of the death of a member of his

immediate family and of the employee's attendance at the funeral if so, requested by the District.

Section 11.6 Unpaid Leave for Illness, Injury or Pregnancy

a. An unpaid leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted. In the event an employee is unable to work by reason of illness, or injury (including those compensable under Workers' Compensation), or pregnancy, the District may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work. Nothing in this Section 11.6 should be construed to deprive employees of any benefits to which they are entitled under Ill. Rev. Stat. Ch. 70 91 (as effective March 1, 1988).

b. To qualify for such leave, the employee must report the illness, injury, or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Fire Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every thirty (30) calendar day interval.

c. Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the District may be required to have a physical examination by a doctor designated by the District to determine the employee's capacity to perform work assigned. The District will pay the medical expenses for such an examination to the extent they are not covered by insurance.

Section 11.7 Benefits While on Unpaid Leave

a. Unless otherwise stated in this Article or otherwise required by law, fringe benefits (vacation, holiday, sick leave, etc.) and length of service shall not accrue for an employee who is on an approved non-pay leave status.

   Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the District will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

b. If, upon the expiration of an unpaid leave of absence, there is no work available for the employee, or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

c. During an approved unpaid leave of absence of more than thirty (30) days or layoff under this Agreement, an employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the District.

Section 11.8 Leave for Injuries in Line of Duty

An employee who suffers an injury in the line of duty should be entitled to a leave to the extent specified in Ill. Rev. Stat. Ch. 70 91 (as effective March 1, 1988).

Section 11.9 Non-Employment Elsewhere

A leave of absence as provided for in Articles X and XI 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 Fire Chief. Employees who engage in unauthorized employment elsewhere during such leave may immediately be terminated by the District.

ARTICLE XII
WAGES

Section 12.1 Wage Schedule

Base wages to take effect January 1, 2026, are set forth on the Wage Schedule attached to this Agreement as Appendix A. Retroactive pay increases will be for all hours compensated for every member of the unit employed on or after the date the Agreement is ratified. Step adjustments will be made on the employee's first pay period following their anniversary. Lane changes will be made for those employees who have received the necessary Firefighter Certification as of January 1 or July 1 in accordance with the certification requirements for Basic Operations Firefighter and Advance Firefighter as established by the State Fire Marshall. The wage schedules in Appendix A reflect a new pay plan effective January 1, 2026. Furthermore, for the 2026-2029CBA, the parties agree that retro pay shall be paid on all hours worked, however, the parties agree that retro pay shall be adjusted in order to place bargaining unit members on the proper salary payment schedule by the District.

Section 12.2 Educational Incentive Pay

Educational reimbursement will be limited to $1000.00 per fiscal year per employee for courses completed during that fiscal year, upon demonstrated satisfactory completion of courses approved in advance by the Fire Chief. Educational reimbursement for courses taken at an accredited college or university will be paid

for courses completed during that fiscal year, which have been approved in advance by the Fire Chief and that will enhance job performance; such reimbursement will be paid only after demonstrated completion of the course. The following scale shall be used:

a. College/University Tuition will be paid at 100% for completion of grade B or better.
b. College/University Tuition will be paid at 75% for completion of grade C

Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. The District will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. The District will base its reimbursement on the current tuition costs for an equivalent course offered at an accredited area public university or college designated by the District. Any employee who received education reimbursement from the District must remain employed by the District for a period of one (1) year after the date of reimbursement or will be required to pay the District for the tuition reimbursement; such payments may be deducted from final paychecks or other monies owed to the employee by the District.

In the event that the member covered by this agreement has used the above stipend, the Chief shall, at his discretion make available additional funds for the individual.

Effective January 1, 2023, the Educational Incentive Pay, in addition to the above, shall change as follows:

a. All new hires hired on, or after, January 1, 2023, shall only receive a one-time payment for any educational degree obtained as follows: Associate's Degree $1,000.00, Bachelor's Degree $2,000.00, Master's Degree $3,000.00. Said payment shall be made to the member within 60 days of the date the member provides proof of the attainment of the degree. A

member may qualify for more than one one-time stipend if the member attains a further degree within the course of their career.

b. All current bargaining unit members shall continue to receive their annual stipends. However, after January 1, 2023, any new degrees earned by current bargaining unit members shall be paid in the same fashion as Section a, above.

Section 12.3 National Fire Academy

For classes attended at the National Fire Academy (NFA) in Emmetsburg, Maryland; The District shall pay for the airfare and meals of the attendee. The cost incurred for NFA classes shall be independent of the $1000.00 from section 12.2. In the event that the student gets a reimbursement check issued to their person, and the District has paid or previously reimbursed the student, the student shall forward the NFA reimbursement to the District.

Section 12.4 Stipends

The only stipends will be PM, Longevity, MABAS/County team participation, and education.

Firefighters' Stipends: Firefighters who have been certified as Firefighter III/Advanced Technician Firefighter by the State Fire Marshal are eligible to earn no more than $2,500.00 per fiscal year in stipends from the following schedule of Certifiable Classifications. Stipends will be paid in a lump sum on a date no later than June 15th of each year, to any Firefighter III/Advanced Technician Firefighter certified employee who has received the requisite stipend certification prior to this date. However, for the Firefighter III/Advanced Technician Firefighter certified employee who receive the requisite stipend certification after June 15th but before December 15th the stipend will be paid one-half (1/2) the annual lump sum stipend on a date no later than December 15th. Advancement on this schedule (Lane I to II) will be based on successful completion of all certifiable requirements as

established by the State Fire Marshal, where applicable. The Fire Chief reserves the right to limit the number of firefighters who can receive stipends for a given Certifiable Classification, in which even the most senior employees shall receive the limited number of stipends available in any given Classification. Employees certified at Level II may not also receive a stipend for Level I certification.

Paramedic Stipend: The stipend for IDPH EMT-Paramedic shall remain independent of the Certifiable Classification table. The District shall pay firefighters that are IDPH Licensed EMT-P a stipend of Two Thousand Two Hundred Fifty Dollars ($2,250.00).

All stipends set forth in this Agreement will be based upon documentation submitted to the Chief on or before December 1, and will be paid in 26 increments as part of the regular payroll, with any changes in team participation to be effective on the next pay period following beginning or cessation of participation.

Through December 31, 2022, to encourage participation in MABAS and County special teams, the District will pay $500 stipend per year to each member who participates on any of the following MABAS or County special team(s):

Hazardous Materials Team

Water Rescue/Dive Team

DuPage County Fire Investigation Task Force

Technical Rescue Team

A member shall only be eligible for one (1) $500 stipend, regardless of participation in any number of MABAS/county special teams.

Effective January 1, 2023, compensation for these teams shall change to 12

hours of compensatory time based on accumulation of 1 hour each month of participation per team. A member shall only be eligible for a maximum of 24 hours in a year, regardless of participation in more than two MABAS/county special teams. The compensatory time received for team participation must be used by the end of the following calendar year and is to be used in accordance with the compensatory time provisions of this Agreement.

This separate stipend shall not be included in any current or future stipend caps that are negotiated. Further, Firefighters who have been certified as Firefighter III/Advanced Technician Firefighter by the State Fire Marshal shall be eligible for this stipend after two (2) years of employment.

Also, Firefighters who have been certified as Firefighter III/Advanced Technician Firefighter by the State Fire Marshal shall be eligible for this stipend after the employee has past their year of probation.

Section 12.5 Wage Rates for Working Out of Classification

A Firefighter assigned to perform the duties and responsibilities of a Lieutenant (e.g., anytime firefighters are serving at Station 108 without a Lieutenant), shall be paid an additional two dollars ($2.00) per hour worked as an Acting Lieutenant. The firefighter who has accumulated the most hours of service as an acting officer shall have priority to accept the acting assignment. Regular shift assignments shall not be manipulated to circumvent the benefits of this provision.

A Lieutenant is assigned to perform the duties and responsibilities of a Battalion Chief shall be paid the below rates per hour worked as an Acting Battalion Chief.

These rates of pay shall increase as follows during the life of this Agreement:

Calendar Year	Acting Lt Pay	Acting BC Pay
2026	$2.07	$2.15
2027	$2.13	$2.22
2028	$2.20	$2.29
2029	$2.27	$2.36

All employees assigned to perform as acting officers must meet the minimum qualifications set by the Employer.

Section 12.6 Longevity Pay

To recognize their faithful years of service and performance of duty as fire fighters, as each employee becomes eligible, the employee shall be granted an additional increase in longevity in the amount of $12,000 added to their base pay. Eligible employees are those employees who have attained a minimum of twenty (20) years of creditable service and are eligible to receive a pension as of their anniversary date (employees with an anniversary date in January 2008 will be eligible February 1, 2008). This benefit will expire two (2) months after eligibility, is a one (1) time occurrence, and is not retroactive.

Effective January 1, 2023, the above longevity pay provisions shall no longer be applicable and shall be replaced with the following longevity pay schedule:

After 10 years of service	$500
After 15 years of service	$750
After 20 years of service	$1,000
After 25 years of service	$1,250
After 30 years of service	$1,500

Longevity pay set forth above is not cumulative and shall be added to base pay and paid out as part of regular payroll.

ARTICLE XIII
UNIFORM ALLOWANCE

The District shall purchase uniforms and turn-out gear for all new employees, up to a maximum of $1,500.00 ($1,000 for newly promoted lieutenants). Thereafter, employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued

replacement items, as necessary, according to the District's current quartermaster system (including $250.00 per employee per fiscal year maximum replacement allowances for station uniforms), which shall remain in effect. Turn-out gear will be replaced, as necessary, without dollar limit, except where items are lost or damaged due to employee negligence. Newly purchased turn-out gear shall meet NFPA standards which the District is legally obligated to follow, to the extent such items of turn-out gear are commercially available from the District's vendors. Existing turn-out gear that does not comply with NFPA standards need not be replaced until worn out or otherwise scheduled for replacement.

Employees shall be required to clean and maintain such items properly and will be responsible for their return in good condition, less normal depreciation, and destruction in the course of employment.

The District shall purchase for new employees and include in the quartermaster system the following items of station wear:

---

3 Pairs long trousers (Cargo or Straight Leg)

2 Long sleeve dark blue shirts

2 Short sleeve dark blue shirts

2 Short sleeve polo's

1 Pair of shorts

2 "Job" sweatshirts

1 Quilted jacket with District logo

1 Pair of black gym shoes

1 Pair of duty boots (FF choice)

1 Black leather belt

1 Baseball style hat with choice of logo

1 Stocking cap with District logo

1 Complete "Class A" uniform, prior to completion of probation. Consisting of all

patches, badges, insignia, name plate, coat, pants, shirt, belt, dress shoes, hat, tie

All associated embroidery, badges, or insignia

Previous items from list that are still allowed to be worn while on duty: squad cap, squad jacket, winter boots, winter coat.

Initial uniform purchases necessitated by a major change or addition to the station uniform as listed above (such as changing the color of uniform clothing that requires the purchase of a completely new set of uniform clothing all at once) will be paid for by the District and issued in the quantities listed above without deduction from an employee's uniform allowance. Any item, issued to more than two personnel shall be considered "added" to the quartermaster system and shall be issued to all members covered by this agreement within two years.

ARTICLE XIV

INSURANCE

Section 14.1 Coverage

The District shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization, dental and life insurance coverage, and benefits as existed prior to the signing of this Agreement, so long as they remain commercially available. The District reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement. Any changes to insurance coverage (health/vision/dental/life) for bargaining unit members covered by this agreement shall be posted in writing 90 days prior to the insurance taking effect or within one week of receipt of brokerage statement for renewal by the District, whichever date is sooner.

Section 14.2 Cost

The District will pay eighty-five percent (85%) of the cost of the premium for full-time employees individual and dependent and group health and hospitalization insurance, and the employees shall contribute the remaining fifteen percent (15%). The aforementioned contributions are based on the cost of the insurance option utilized by the employee. However, in no event shall the employee's share of the premium exceed an amount equal to one hundred twenty seven percent (127%) of the employee's previous year's premium payment. The employee's portion of insurance premiums shall be deducted biweekly from pay checks. The District shall continue its current practice of using an HRA account in the amount of $6000.00. The District shall continue to cover the first $4500.00 and the employee is responsible for the remaining $1500.00.

Section 14.3 Cost Containment

The District reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. 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.

Section 14.4 Life Insurance

The District shall provide, at no cost to the employee, term life insurance coverage in the amount of twice the employee's base wages as shown on the Wage Schedule attached to this Agreement (Appendix A). In addition to the previous coverage/policy, and in accordance with past practice, the District shall maintain a separate life insurance policy, for each member covered by this agreement in the sum of $50,000, which shall be paid out for any Line of Duty related death.

Section 14.5 Dental Insurance Option

The District shall make available to full-time employees and their dependents dental coverage. The District will pay 100% of the cost of premium for full-time employee's individual dental premium (this benefit shall apply to firefighters prospectively only, after the execution of this Agreement). Employees electing family dental coverage will pay 100% of the premium above the individual rate. Employees electing to purchase dental insurance coverage shall have their dental insurance premiums deducted from their paychecks. The District retains the right to select and change insurance carriers and institute cost containment measures.

Section 14.6 IRC Section 125 Plan

The Employer shall permit employees to participate in the IRC Section 125 Plan currently offered to various other employees of the District. Any improvements to the Section 125 Plan shall be made applicable to all employees participating in the Plan. The Employer shall not diminish or reduce the scope of Section 125 Plan benefits currently offered unless required to do so by changes in the Internal Revenue Code. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 14.7 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The District will designate a representative who will be available for consultation with claimant employees, and such representative will assist employees in processing claims which the District agrees are well- founded under the applicable policy or plan as the District has done in the past. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it

has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the District, employee, or beneficiary of any employee.

Section 14.8 Insurance Committee

The First District and the Union agree to create an insurance committee. Two bargaining unit members selected by the Union shall serve on the committee for the purpose of discussing any problems that may arise with health insurance. The committee will meet with a representative(s) of the District a minimum of twice a year to discuss any insurance issues. The District shall invite the Union each year to witness annual proposed packages form brokers to better educate the members. The parties may mutually agree to cancel any such meeting. Bargaining unit members who attend such meetings shall be paid at the 7(g) rate of pay. Nothing in this section shall preclude the Union from bargaining over any changes to insurance that are mandatory subjects of bargaining and/or grieve any provision of the insurance sections of this CBA.

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 Gender

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

Section 15.2 Ratification and Amendment

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

Section 15.3 Termination Effect

Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement, once the District has negotiated in good faith to impasse, unless interest arbitration is invoked as provided under Section 14 of the Illinois Public Labor Relations Act, in which event the District will maintain the status quo to the extent required by Section 14(1) of the Act. The parties may also extend the terms of this Agreement by written agreement.

Section 15.4 Fitness Examinations

If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the District may require, at its expense that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the District. Such an exam conducted prior to a return from layoff for a leave of absence will be conducted prior to the employee's scheduled return to work date, provided the employee notifies the District at least ten (10) calendar days in advance of his projected return to work date and cooperates with the District in the scheduling of an appointment. If such an exam is not conducted within this ten (10) day time period, or if the results are not received by the District within that time frame, the District may allow an employee to return to work subject to the District's receipt of a satisfactory exam report or may require the employee to stay on layoff or leave of absence after such ten (10) day period, in which event the employee will be reimbursed for any paid leave used or any salary loss incurred after the District receives a satisfactory exam report from the District appointed medical professional. The District may also require all employees to take a complete physical exam once a year.

Section 15.5 Drug Testing

A. Section 1 – General Statement of Policy

The use of illegal drugs and the abuse of legal drugs and alcohol by Employees of the District present unacceptable risks to the safety and well-being of other Employees and the public, in addition to being unlawful in some cases. Therefore, it is agreed by the Union and District that the manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage, or the abuse of legal substances which may impair or adversely affect an Employee's ability to perform his/her job, is prohibited on all District properties at any time by an Employee or guest, and at all times and places wherever any Employee is performing employment duties for the District. In addition, all Employees are prohibited from entering upon District property or from being at any time or place while performing employment duties for the District, while under the influence of alcohol or any controlled substances. (Drug Free Workplace Act, 30 ILCS 570/100 et seq.).

In the state of Illinois, cannabis is legal under state law, both as a prescription medication and as a drug used for recreational purposes. Pursuant to Section 10-50 of the Cannabis Regulation and Tax Act (410 ILCS 70/10-50), employees must not be under the influence of cannabis while in duty or on call. Furthermore, employees are prohibited from either smoking, or otherwise ingesting, marijuana or products containing tetrahydrocannabinol less than nine (9) hours before they report for duty.

B. Section 2 – Definitions

"Drugs" pr "controlled substances" shall include, but not be limited to, alcohol, and controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.) and any look-alike substance, designer drugs, or any substance, such as glue, which may have adverse effects on perception, judgment, alertness, memory, or coordination.

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

presumed, incapacity for duty shall be presumed. With regard to cannabis, impairment shall be presumed where a blood level is measured at 100 ng/ml of marijuana metabolites and/or 5 ng/ml of Delta-9-tetrahydrocannabinol. A lesser concentration shall not preclude the District from establishing that the employee was nonetheless impaired. However, a positive blood level, alone, is not determinative of impairment, and impairment must be determined in accordance with the procedures established in this Article.

"Reasonable suspicion" exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs and/or is under the influence of alcohol. Reasonable suspicion will be based upon the following:

1. Observable phenomenon, such as direct observation by a supervisor of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs/alcohol; and/or
2. Information provided by an identifiable, reliable and credible source, which can be independently corroborated.

C. Section 3 – Enforcement

In order to help provide a safe work environment and to protect the public by ensuring the drug free workplace policy set forth above is followed, when there exists a reasonable suspicion that an Employee has violated this policy, the Employer shall have the right to require Employees to submit to urinalysis, or other appropriate testing at a time and place designated by the Employer provided the laboratory facility is SAMHSA approved. Employees shall be provided with a written statement of the objective and observed conditions supporting the required reasonable suspicion testing. Where there is reasonable suspicion to believe that an Employee is impaired due to being under the influence of either drugs or alcohol while on duty, that Employee may also be required to report for drug/alcohol testing. At the time the Employee is ordered to submit testing, the Employer shall notify the Union Representative on duty and if none is on duty, the Employer shall make a reasonable effort to contact an off-

duty Union Representative. There shall be no random testing of bargaining unit members.

Cannabis metabolites can stay in a person's blood for weeks after the psychoactive and motor effects of the drug have completely subsided. In addition, certain topical medications containing cannabis do not cause any psychoactive effects or motor impairment but can still result in a positive test for cannabis. A positive test for cannabis only indicates the presence of cannabis in the blood; it does not test for impairment. A blood test performed by a qualified laboratory will be used to screen for the psychoactive effects of cannabis use.

A Medical Review Officer (MRO) used by the lab must be a licensed physician with knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of testing sensitivity, specificity, and predictive value, the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the MRO will be to review and interpret the positive test results. He/she must examine alternate medical explanations for any positive test results. This action shall include conducting a review of the affected employee's medical history and review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

If the employee tests positive for cannabis, the MRO will determine, based on current scientific data and other evidence, if the cannabis more than likely caused the behavior or impairment that resulted in the administration of the test.

If the MRO determines the employee was impaired while on duty or on call, the District may take appropriate disciplinary action against the employee as outlined in Section 4 – Violations of Policy. However, nothing in this Article shall preclude the employee from rebutting the findings of the MRO.

If the MRO determines cannabis was not the probable cause of the behavior or impairment that resulted in the administration of the test, the MRO will not release any results of the cannabis portion of the test to the Department, all test samples will be destroyed, and records of the cannabis portion of the test expunged from the employee's file.

Refusal of any Employee to comply with the order for a drug/alcohol screening will be considered as a refusal to comply with a direct order and will be cause for disciplinary action up to and including discharge. It is understood that a drug/alcohol test also may be required under the following condition: when an Employee has been arrested or indicted for conduct involving drug-related activity illegal under Illinois state laws while on or off duty.

The parties recognize that during the life of the Agreement, there may be improvements in the technology of testing procedures, which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on amendments, the issue will be submitted to impasse procedures as outlined in the Illinois Public Labor Relations Act.

D. Section 4 – Violation of Policy

Once it has been determined that an employee has tested positive for an illegal drug or alcohol, been deemed by the MRO as impaired while on duty or on call from the use of cannabis, or abused prescribed drugs in violation of this Article, the District agrees to use progressive discipline for violations of this Article that do not involve criminal activity. Where it has been determined that an employee violated this policy, all records related to such testing and determination shall be maintained in the employee's personnel file.

First Violation

An employee's first violation of this Article shall result in the employee's referral to an Employee Assistance Program ("EAP") for evaluation and therapeutic referral. A referred employee shall have the right to evaluation and a program of therapy by an agency not connected with the District, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and it has been approved by the District, which approval shall not be unreasonably withheld. The costs of either the District EAP or an outside program shall be paid by the District to the extent such costs are covered by the District's health insurance program. In addition to the EAP referral, the District shall have the option to suspend the employee without pay for up to five (5) 24-hour shift days. If an employee refuses such referral, or upon referral, refuses to participate in recommended therapy, discipline may be imposed up to and including discharge. During the term of the employee's treatment, the employee has the option to use accrued sick, vacation, or unpaid leave. The employee shall be permitted to return to unrestricted duty only after passing a follow-up drug and/or alcohol test.

Second Violation

Following an employee's second violation of this Article, the District shall have the option to discharge the employee. However, nothing in this Article shall preclude the employee from rebutting the findings of the MRO. Additionally, if the Employer chooses to impose discipline less than discharge, the Employee and Union will enter into a last chance agreement which may include the following requirements of the Employee:

1. Agree to undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol, cannabis, or prescribed drugs;

3. Agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the human resources personnel of the District the employee's progress, cooperation, drug and alcohol use, and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
4. Complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
5. Submit to random testing during working hours during the period of "after-care" treatment and for a period of twelve (12) months following the period of "after-care"; and
6. Agree that during the time period in (E) above, if the employee tests positive again the employee will be terminated without recourse to the Commission or arbitration processes.

Employees who do not agree to or do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the District to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others.

E. Section 5 – Voluntary Requests for Assistance

The Employer shall take no initial adverse employment action against any Employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the Employee is found impaired on the job, or the Employee has engaged in conduct which if known would constitute reasonable suspicion of a violation of this Article. The Employer shall assist Employees in selecting a course of action in the event drug-counseling, treatment, and rehabilitation is required and in indicating that a trained referral team is in place.

All requests shall be confidential and subject to any agreed upon conditions. When undergoing treatment and evaluation, Employees shall be allowed to use accumulated paid leave time or unpaid leave. Such leaves shall not exceed one (1) year.

Section 15.6 Outside Employment

Employees shall file and keep current with the Fire Chief a written record of their outside employment, including self-employment, and addresses and telephone numbers where they can be contacted if necessary. Employees may not hold outside jobs, including self- employment, which will result in a conflict of interest or infringe on their ability to do their job for the District.

Section 15.7 Tobacco

No Employee shall use any tobacco product while on duty.

Section 15.8 Labor-Management Meetings

At the request of either party, the President of the Union and the Fire Chief or their designees may meet at mutually agreed upon times, up to once each calendar quarter, to discuss matters of mutual concern that do not involve negotiations.
The President of the Union may invite other bargaining unit members or Union Representatives (not to exceed two) to attend such meetings. The Fire Chief may invite other District representatives (not to exceed two) to attend such meetings.
Other parties may be invited to attend such meetings by mutual agreement of the District and Union. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting, if requested by the other party. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement, or that is the subject of pending or threatened proceedings in the court or before the Board of Fire Commissioners. Attendance

at these meetings shall be on non-duty time and shall not be considered as time worked for the employees involved, except for employees who attend such meetings on their regularly scheduled duty time and who shall remain available for emergency response.

Section 15.9 Rules and Regulations

The Union agrees that it and all bargaining unit employees shall comply in full with all Fire District rules, regulations, orders and policies, including those relating to personal conduct as well as work performance, and the Union acknowledges the right of the District to make, alter and enforce such rules, regulations, orders and policies as it deems appropriate, consistent with its authority under Article III (Management Rights). New or revised rules and regulations will be posted at each Fire Station for seven (7) calendar days before their effective date, except under emergency circumstances.

Section 15.10 Pension Pick-up

The District will continue its existing accounting and tax reporting practices for pension pick-up for the term of this Agreement to the extent authorized by law.

Section 15.11 Protective Equipment

The District shall provide protective equipment (i.e., masks, gloves) to protect employees from exposure to communicable diseases while in the performance of their duties.

Section 15.12 Communicable Diseases

The District shall notify an employee as soon as possible if it is determined the employee has treated persons found to have a contagious disease or to be infected with parasites. The District shall provide any medical examination and/or diagnostic test, if necessary to protect the health and safety of the employee and/or his family. Costs for treatment, if any, shall be paid for by the District, to

the extent not covered by insurance.

Section 15.13 Inoculations

The District shall administer or provide, at District expense, a Hepatitis B Virus (HBV} Inoculation Series to all employees, and all employees shall receive such inoculation. The District shall administer or provide a verification test of successful inoculation to any employee that receives the inoculation series, any subsequent testing every five (5) years and additional inoculations or boosters that may become necessary. As inoculations become available (as approved by the FDA) for additional strains of hepatitis, Human Immune Deficiency Virus (HIV) related conditions or Acquired Immune Deficiency Syndrome (AIDS) antibody positive conditions, such inoculations at District expense (to the extent not covered by insurance) shall be provided to the employees on a voluntary basis. The District shall offer, on an annual basis, to administer and pay for a Hepatitis C Virus test to all employees who wish to participate in said testing. The testing and any related follow-up shall be done on the employee's own time.

Section 15.14 Use of Paid-on-Call Firefighters

The District agrees not to expand its traditional use of "paid-on-call firefighters" (POC's). Illustrative of such traditional practice is the use of POC's to (a) supplement firefighters when responding to calls for emergency service (including both responding to the scene of a call as well as station standby duties); (b) assist bargaining unit employees in carrying out duties which, in the reasonable judgment of the Chief, they are qualified to perform (e.g., hydrant maintenance program); (c) provide training to other POC's; (d) supplement the number of personnel at the station(s) (even though the District's regular administratively-determined shift minimum [which is subject to change, but not sporadically] is met with full-time fire fighters) due to special work activities (e.g., open house activities, public education demonstrations/programs, public relations programs/activities, hose testing, vehicle service pump testing, fire inspection activities, anticipated increased service demands due to inclement weather or

special events, training classes/exercises being attended by full-time bargaining unit employees, special projects being performed by full-time bargaining unit employees); (e) supplement bargaining unit personnel in facilities maintenance and running of errands for supplies and materials; and (f) perform special details, such as watering District grounds in times of drought, assisting and hosting other District's use of the District's smoke maze training facility. Further, the District agrees not to use POC's to fill in for bargaining unit employees when the number of full-time firefighters on duty falls below the District's administratively- determined shift minimum, unless bargaining unit employees not assigned to the shift where there is a shortage are first given an opportunity to be called back or held over to fill in for such opening in accordance with Sections 4.4 through 4.8 of this Agreement (provided, however, that a full-time Lieutenant will be held over or called back first before calling back or holding over any bargaining unit employees where the shortage is in an opening reserved for a Lieutenant under the District's administratively-determined shift minimum).

In the event the District desires to alter its traditional use of POC's, it shall first offer in writing to negotiate with the Union as to such proposed modification and/or its effect on bargaining unit employees, provided that the Union serves upon the District a written request to bargain within fifteen (15) days of receiving written notice of such proposed changes from the District. Any bargaining impasse shall be resolved in accordance with Section 14 of the Illinois Public Labor Relations Act.

Section 15.15 Residency

Effective January 1, 2011, all employees of the District shall have no residency requirement.

Section 15.16 Night Training

No shift shall be required to participate in more than eight (8) night training (i.e.,

after 5:00 p.m.) exercises or drills per calendar year during the term of this Agreement. When such drills are scheduled, the regular daily routine shall be adjusted to ensure that employees receive a one-hour dinner break prior to the drill. Teaching while not working on normally assigned 24/48 schedule at the Bensenville Fire Academy shall not count in the total for night drills.

Section 15.17 2% FFITB Fund

The District shall continue to purchase any and all supplies ever purchased under the 2% fund board with approval of the Chief.

Section 15.18 EMT-B/ P License and Exam Fee Reimbursement

All employees covered by this Agreement must maintain their current EMT-B or Paramedic licensure during their employment with the District. For new Employees hired on or after January 1, 2022, each employee must maintain, in good standing, a Paramedic license during employment. An Employee who is required to maintain a Paramedic license but believes in good faith that they may no longer be able to perform paramedic services may request to decertify as a paramedic but continue in the employ of the District. The Chief may, in his or her absolute discretion, grant or deny such a request. The annual salary of a Paramedic who is permitted to decertify shall be reduced by the amount of paramedic stipend received.

The District shall pay for or reimburse certificated members covered by this agreement for any cost and fees that the employee will incur during re-licensure of required licensure, including but not limited to IDPH Paramedic, ACLS, PHTLS, PHEP, PALS, and any other certificate required by system resource hospital.

Section15.19 Light Duty

The District may offer light duty assignments based upon a physician's approval to not more than two sworn employees, of which and no more than one person per any shift, at any given time, who are unable to perform full duty responsibilities because of any combination of on-duty or off-duty injuries, job-related or non-job-related illness, injury, or disability, provided such light duty

work is available, and the employee can reasonably be expected to perform the work and provided there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. For off-duty injuries, light duty shall be available to any single employee for not more than eight weeks and the employee must be able to return to work in a full duty capacity at the end of the eight weeks. This section in no way shall create a permanent position of "light duty". In the event the District's physician concludes an employee is capable of performing a specific light duty assignment and the employee's physician disagrees, a third physician shall be selected by mutual agreement of the employee's and District's physicians to resolve the conflict before ordering an employee to start a light duty assignment.

Light duty assignments shall not involve make work but shall consist of bona fide work assignments related to or in support of the District's fire suppression, fire prevention and/or emergency medical response missions. The light duty assignment shall not begin sooner than 72 hours of the date of injury. Where light duty is the result of non-duty related injuries, the employee must first use not less than 72 hours of sick leave . For other employees, light duty assignments shall be at the employee's option. The employee assigned to light duty shall be assigned a 40- hour/week schedule. These work assignments are contingent upon physician approval of the activities and functions to be carried out by the employee. If there is a need, the Fire Chief shall meet with the Local President to discuss and/or resolve any issues surrounding light duty assignments. Nothing in this Section shall require the District to create or continue any light duty assignment.

If the employee on light duty is scheduled to have a Doctor visit or therapy, they shall not be required to report to duty that day, so long as they provide proof of attending the scheduled visit when asked.

All FLSA "Kelly" days will remain off days for the employee on work comp. If the employee on work comp reported to duty, and the bona fide work is done for the day as determined by the Battalion Chief, the employee shall not be required to complete the day. They will be released from work and not made to return until

the next scheduled workday. Employees on a light duty assignment are eligible for Holiday pay if they were on their regular 24-hour shift, even if working a 40 hour per week schedule. Employees working light duty on a 40 hour per week schedule will receive holidays off without loss of pay on those holidays the District's administrative offices are closed.

ARTICLE XVI
PHYSICAL FITNESS PROGRAM

Section 16.1 Physical Fitness Requirements

All sworn personnel covered under the CBA shall participate in the annual SCBA Consumption Training Program including total air consumption of a 30-minute bottle with tasks and rest periods. This training shall be monitored with vitals taken prior to training and post-training.

ARTICLE XVII
DISCIPLINE AND DISCHARGE

Section 17.1 Application of Article to Officers

The parties agree that all disciplinary matters involving employees in the rank of lieutenant shall continue to be governed exclusively by the Board of Fire Commissioners. The remaining portions of this article, therefore, apply only to bargaining unit members in the rank of firefighter.

Section 17.2 Discipline

The Employer agrees that non-probationary employees may be disciplined and discharged only for just cause. Where the Fire Chief or his designee determines to institute disciplinary action against any such employee, he shall have the option to impose or seek the following penalties:

a) Oral reprimand

b) Written reprimand

c) Suspension

d) Discharge

If the Fire Chief or his designee decides to discipline or institute disciplinary action against any non-probationary employee, the following procedures in this Article shall apply.

Section 17.3 Fire Chief's Authority to Discipline and to Suspend Pending Investigation and/ or Hearing

The Fire Chief or his designee shall have the following disciplinary authority:

a. To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of five (5) calendar days in accordance with 65 ILCS 5/10- 2.1-17 and the rules and regulations of the Bensenville Board of Fire Commissioners. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.

b. To file charges against employees seeking the penalties of a suspension without pay of more than five (5) calendar days up to thirty (30) calendar days or discharge.

The Fire Chief or his designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing regardless of which hearing option may be selected by the employee.

If the Fire Chief or his designee decides to discipline an employee or to initiate discipline of an employee, he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved. The following provisions shall be applicable when disciplinary action is taken or instituted by the Fire Chief or his designee:

a. If the employee elects to have the disciplinary action or proposed disciplinary action heard by the Board of Fire Commissioners, the

employee's appeal shall be governed by 65 ILCS 5/10-2.1-17 and the rules and regulations of the District's Board of Fire Commissioners.

b. If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article V of the Agreement, except that it shall be filed at Step 2 of the procedure. Written reprimands will only be processed through Step 2 and shall not be subject to grievance arbitration; oral reprimands are neither grieve-able nor arbitrate-able.

The employee and Union, as set forth in Section 16.3, must notify the District in writing of his decision to appeal through the grievance procedure within ten (10) calendar days of receipt of the notice of disciplinary action. Failure to so notify the District will constitute a waiver of the employee's option to elect the grievance procedure in lieu of an appeal to the Board of Fire Commissioners. Once the employee so notifies the District of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Fire Chief or his designee with respect to the disciplinary action shall be deemed final, subject to the review of said decision through the grievance and arbitration procedure.

Section 17.4 Irrevocable Election of Appeal Procedure

Upon receipt of the notice of discipline, the employee may elect to appeal the disciplinary action (excluding oral reprimands under either option and both oral and written reprimands under the Board of Fire Commissioners option) either to the Bensenville Fire Protection District Board of Fire Commissioners or, with the approval of the Union, through the grievance and arbitration procedure set forth in Article V of this Agreement. The employee shall notify the District of his election in writing within ten (10) calendar days of receiving the Fire Chiefs written notice of discipline. It is agreed that the option to appeal either to the Board of Fire Commissioners or through the grievance and arbitration procedure are mutually exclusive and irrevocable and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's

option, is appealed to the Board of Fire Commissioners, and that no relief shall be available under the Board of Fire Commissioners' appeal process with respect to any matter which, at the employee's option (and with the Union's approval), is appealed to the grievance and arbitration procedure set forth in Article V of this Agreement.

Section 17.5 Board of Fire Commissioners Option

If the employee notifies the District of his decision to have the appeal heard before the Board of Fire Commissioners, the procedures set forth in 65 ILCS 5/10-2.1-17 shall be applicable except as modified by this Article. Where the Fire Chief believes there is cause to discharge an employee or issue a suspension of greater than five (5) calendar days, he shall not file formal charges with the Board of Fire Commissioners until the employee has timely notified the District in writing of his irrevocable option to have the appeal heard before the Board of Fire Commissioners. Failure by an employee to timely notify the District of his selection of grievance forums will constitute a waiver of the employee's option to elect the grievance procedure in lieu of an appeal to the Board of Fire Commissioners. If the Board of Fire Commissioners determines there is or is not cause for discipline, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its rules and regulations.

Section 17.6 Grievance and Arbitration Option

If the employee notifies the District of his decision to have the appeal heard through the grievance and arbitration procedure, the grievance shall be filed at Step 2. Any appeal to the grievance and arbitration of discipline shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee waiving any and all rights he may have to appeal the discipline to the Board of Fire Commissioners. Any disciplinary grievance filed without the required signed waiver shall not be arbitrate-able and the arbitrator shall be without jurisdiction to consider or rule upon it. If the arbitrator determines that the disciplinary action is not supported by just cause, the arbitrator shall have the

authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof that is not sustained by the arbitrator.

Section 17.7 Finality of Decision and Judicial Review

The decision of an arbitrator or the Board of Fire Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the District, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, i.e.:

a. Board of Fire Commissioners option: Any appeal of a Board of Fire Commissioners decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-17.
b. Arbitration option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

For purposes of all proceedings and review of proceedings before the Board of Fire Commissioners, the term 'Just cause" shall mean "cause" as defined in Illinois court cases arising under the Board of Fire and Police Commissioners Act. For purposes of all proceedings and review of proceedings before an arbitrator, the term "Just cause" shall mean "just cause" as historically and traditionally applied by arbitrators in grievance arbitration cases.

Section 17.8 Exclusivity of the Disciplinary Procedures

Pursuant to Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either Illinois 65 ILCS 5/10-2.1- 17, or the Rules and Regulations of the Bensenville Fire Protection District Board of Fire Commissioners.

Section 17.9 Limitation of Liability of District

In order to limit any back-pay liability to the District for lost earnings or for lost earnings and interest on those earnings, which results from an arbitrator's award mitigating the discharge of an employee by the District, the parties agree to expedite an arbitration hearing involving a discharge case in the following manner: (1) the hearing will be convened within thirty (30) days of the employee's election to proceed to arbitration; (2) the hearing will be concluded within fifteen (15) days of its commencement; and (3) the arbitrator shall be instructed to render his decision within forty-five (45) days of the close of the hearing, which forty-five (45) day period shall include the time for the parties to file post- hearing briefs. The arbitrator's authority to reinstate with back pay or otherwise to mitigate a discharge in a manner imposing monetary liability upon the District for back pay or for back pay plus interest shall be strictly limited by this Section. This Section shall not be construed as a limitation on the arbitrator's authority to remedy suspensions imposed without just cause or the District's liability to the grievant for any additional losses incurred by the grievant in the event that the grievant reinstatement is delayed by virtue of the District's failure to comply with an award.

ARTICLE XVIII
IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Ch. 48, Section 1614, as it existed on January 1, 1992), except that arbitrators shall be provided by the Federal Mediation and Conciliation Service (FMCS) and be members of the National Academy of Arbitrators, residing in Illinois, Indiana, or Wisconsin.

ARTICLE XIX
FIRE COMISSION

The parties recognize that the Board of Fire Commissioners of the Bensenville Fire Protection District has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire Commissioners, except as specifically provided for in Article XVII (Discipline and Discharge) or elsewhere in this Agreement, in which case the terms of this Agreement shall take precedence as provided by Section 15 of the Illinois Public Labor Relations Act, 5 ILCS 315/15.

ARTICLE XX
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the District by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XXI
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in 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 or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically provided in Section 15.14 (Use of Paid-On-Call Firefighters), the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

The parties agree that the Union shall have the right to impact or effects bargaining as provided in the IPLRA, provided at a request for impact or effects bargaining is made within fourteen (14) calendar days of the event giving rise to impact or effects bargaining. The parties agree to begin such negotiations within ten (10) calendar days of such notice and continue to bargain in good faith for a period of not less than thirty (30) calendar days. If no agreement is reached; the Union shall have the right to refer the dispute over impact or effects bargaining to arbitration, utilizing the procedures set forth in Section 1614 of the Illinois Public Labor Relations Act. The parties agree the Employer shall have the right to temporarily implement the change during the period of such impact or effects bargaining. Changes in District operations required by supervening state or federal laws shall be exempt from the duty to engage in impact or effects bargaining, except where new or revised state or federal laws invalidate a specific written

provision of this Agreement.

ARTICLE XXII
PROMOTIONS

Section 22.1 General

Pursuant to Section 10 (e) of the Illinois Fire Department Promotion Act ("IFDPA") (PA.93-0411) and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that, effective May 1, 2007, the process for promotion to the rank of Lieutenant and Battalion Chief shall be governed solely by the provisions of this Article and that such provisions shall supersede and be in lieu of the provisions of the Fire Department Promotion Act (IFDPA), and that the provisions of this Article shall also supersede the rules and regulations of the Bensenville Fire Protection District Board of Fire Commissioners ("Board"), and the Municipal Code and the rules and regulations of the Board to the extent they conflict with the provisions of the Article. The BFPD #2 and the Union expressly waive any rights either may respectively otherwise possess under these statutes and rules. The parties recognize that in accordance with 10 (e) of the IFDPA, this Article contains provisions which vary from terms of the IFDPA and as such are permissive subjects of bargaining The parties respectively acknowledge that either party may propose modifications of the Article in the successor agreement.

Section 22.2 Applicability

The existing Captain and Lieutenant Promotion list shall continue to be valid until its expiration date.

Section 22.3 Vacancies

This applies to promotions to vacancies in the ranks of Lieutenant and Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks

inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 22.4 Eligibility

All promotions shall be made from employees in the next lower rank. The following additional criteria apply:

Candidates who have at least eight (8) years of full-time service with the District. Candidates for Lieutenant shall be IDPH certified EMT B, OSFM certified FOI and Fire Apparatus Engineer at time of appointment. Candidates for Captain shall have served at least three (3) years as a lieutenant prior to appointment. Candidates for Captain shall be OSFM certified Fire Officer II at time of appointment. Anniversaries of service which affect eligibility will be considered to occur as of January 1 of the year in which the promotion is to take effect. However, candidates with three (3) years of full-time service with the District shall be eligible to participate in the promotional process and be placed on the eligibility list and shall be eligible for promotion upon attaining eight (8) years of full-time service. Anniversaries of service which effect eligibility shall be considered to occur as of January 1 of the year in which the promotion examination is administered.

Section 22.5 Weight of Factors

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The assessment center component will include an exercise that test knowledge of District specific criteria, including but not necessarily limited to SOGs. The placement of candidates on promotions lists shall be based on the points

achieved by each candidate on promotion examinations consisting of the following five (5) components, weighted as specified:

Ascertained Merit	10 %
Seniority	15%
Assessment Center	40%
Written Examination	35%

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.
Every examinee shall have the right to their score on each component of the exam upon its completion. Additionally, the scores shall be posted by the examinee's name after the completion of each component of the examination.
Candidates shall be ranked on the preliminary promotional list in rank order based on the highest to the lowest points scored on all of the components of the test.

Section 22.6 Factors

The components for scoring shall consist of the following items in order as listed and described below:

1. Assignment of Ascertained Merit
2. Assignment of Seniority Points
3. Assessment Center
4. Written Examination
5. Veteran's Point

A. Ascertained Merit: Ascertained merit points to a maximum of 30 points (30) shall be awarded for education, training and certification in

subjects and skills related to the fire service as set forth below:

Degree or Certification	Points Awarded
College Degrees	
Associates Degree	6
Associates Degree in Fire Science/ EMS/Medical	8
Bachelor's Degree	10
Bachelor's Degree in Fire Science/ EMS/Medical	15
Master's Degree	17
Master's Degree in Fire Science/ EMS/Medical	20
Doctorate Degree	25
State Certifications	
Fire Officer I	2
Fire Officer II	2
Fire Officer III	2
Instructor I	1
Instructor II	1
Instructor III	1
Instructor IV	1
Fire Prevention Officer I	1
Juvenile Fire Setter Intervention Specialist	1

Public Fire Safety Ed I	1
Public Fire Safety Ed II	1
Fire Inspector II	1
Fire Inspector III	1
Chemistry of Hazmat	1
Confined Space Operations	1
Confined Space Technician	1
Vertical 1 (Rope Operations)	1
Vertical 2 (Rope Technician)	1
Structural Collapse Operations	1
Structural Collapse Technician	1
Vehicle & Machinery Operations	1
Vehicle & Machinery Technician	1
Roadway Rescue	1
Tactics I	1
Tactics II	1
IDPH EMT Paramedic	3
Fire Investigator	2
Arson Investigator	3
Hazmat Technician A	1
Hazmat Technician B	1

Hazmat Incident Command	1
First in Officer	1
Fire Prevention Officer	1
Fire Inspector I	1
Fire Inspector II	1
Fire Inspector III	1
Fire Department Safety Officer	1
Fire Department Health and Safety Officer	1
Fire Department Incident Safety Officer	1
Water Operations	1
Watercraft Technician	1
Dive Technician	1
Ice Technician	1
Ice Dive Technician	1
Swift Water Technician	1
Trench Operations	1
Trench Technician	1

All Certification shall be current at the time points are awarded. It is understood that some OSFM certifications change name designations but are equivalent to current certifications and points will be awarded accordingly.

Such criteria shall be published at least one year prior to the date ascertained merit points are awarded all persons eligible to compete for promotion shall be given a reasonably equal opportunity by the District to obtain available points.

B. Seniority: Candidates shall receive 6.66 points for each year of seniority for each of the first fifteen (15) years of service, up to a maximum of 100 points. Seniority is measure in whole numbers based on the applicant's full seniority on the applicant's anniversary date falling in the year the examination is given.

C. Assessment Center: The assessment center shall be administered in accordance with the procedures set forth below:

1. The Illinois Fire Chiefs Association shall conduct the assessment center. The Illinois Fire Chiefs Association (IFCA) shall use a panel of fire officers from other jurisdictions similar to Bensenville Fire Protection District #2 or fire officers with similar work experience to fire officers in Bensenville Fire Protection District #2. To ensure this practice, the District shall request a panel consisting of a number of names which shall be equal to at least one and one-half(½) the number of assessors required for the assessment process. The union shall have the right to review the panel submitted and grieve the list if it does not comport with these criteria. The Union and the Fire Chief shall alternatively strike names from such list until the required number of assessors remains on the list. The order of striking shall be determined by a coin toss.
2. The assessment center process may include, leadership skills related to the duties of a company officer, training exercise, tactical evaluation, writing exercises, employee counseling, group problem solving or conflict resolution exercises, management control, problem analysis, handling priorities and sensitive situations, managing conflict, judgment and decision making, team relations, customer service skills, persuasiveness, written communication oral communication, interpersonal relations. The items included in the assessment center process shall be identified at least 180 days prior to the exam at the time the exam notice is posted. A candidate feedback session will be provided

by the testing agency.

D. Written Examination: The written examination shall be administered in accordance with the procedures set forth below:

1. The written examination shall be job related and objective. The questions shall be specifically related to the duties regularly performed by Lieutenants or Captains, as applicable, within the Bensenville Fire Protection District #2. Questions shall be a combination of short answer and multiple choices. All correct answers shall be specifically identifiable by page and line in the written materials from which the test questions are drawn.
2. Written examinations shall either be graded at the examination site on the day of the examination immediately upon completion of the test or off site thereafter by a bona fide testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.
3. Sample written examinations may be examined by the Board of Fire Commissioners and members of the District, but no person in the District or the appointing authority (including the Chief, Board of Fire Commissioners, and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of the Article and the IFDPA for any member of the District or the appointing authority to obtain or divulge foreknowledge of the contents of the written

examination before it is administered.

4. Each District shall maintain reading and study materials for its current written examination and the reading listing for the last two (2) written examinations for a period for three (3) years, whichever is less, for the rank of Lieutenant and Captain and shall make these materials available and accessible at each duty station. Candidates shall be granted 12 months of study and preparation time and shall be allowed to utilize their educational allowance to be reimbursed for purchasing promotional exam books.

E. Preliminary Promotion List: Once the points for all components are awarded, a preliminary promotion list shall be posted, showing the names of each candidate and their overall composite score. In the event that a candidate scores less than seventy (70) percent after all components in aggregate for the process described above (a-d), that candidate shall be ineligible to be placed on the final list for promotion.

F. Veteran's Points: A candidate on the preliminary promotion list who is eligible for veteran's point under 70 ILCS 70§/16.08 may file a written application within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's points shall be added to the candidate's total score on the preliminary promotion list. The District shall then make adjustment to the rank order on the preliminary list based on any veteran's points that have been awarded.

G. Final Promotion List: The final promotion list shall then be posted on the bulletin board at each fire station listing in rank of order by name, from highest to lowest, the scores of all candidates.

Any candidate who wishes to withdraw from the promotional process at any point before the completion of all the components of the examination process shall do so by advising the Fire Chief in writing. Furthermore, if any candidate fails to

complete all components of the promotional process that candidate shall no longer be considered for promotion.

Section 22.7 Order of Selection

Whenever a promotional rank is created or becomes vacant, as provided in Section 3 of this Article, due to resignation, discharge, promotion, death or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to the position the person with the highest-ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over the person and appoint the next highest- ranked person on the list if the appointing authority has reason to conclude that the highest- ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reason for it decision to select the next highest- ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remedial, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest- ranking person shall be subject to resolution in accordance with the grievance procedure in the Collective Bargaining Agreement.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list but shall not be precluded from participating in future promotion examinations.

Section 22.8 Duration

A final promotion list shall be effective for a period of three (3} years from the date of its posting. The BFPD #2 shall take all necessary steps to encourage the Board of Fire Commissioners to maintain in effect a current eligibility list so that promotion vacancies are filled not later than 180 days after the occurrence of the

vacancy. If there is no final adjust promotion list in effect for that position on the date, or if all person on the current final adjusted promotion list for that position refuse the promotion, the affected District shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with the Act but may make a temporary appointment to fill the vacancy. Temporary appointment shall not exceed 180 days.

Section 22.9 Waiving of Monitoring

The parties hereby waive the monitoring requirement by Section 25 of the IFDPA.

Section 22.10 Rights of review

Pursuant to Article V of the parties' collective bargaining agreement, the Union or any affected employee who believes an error has been made with respect to the administration of any test component or any provided under this Article shall have a right to file a grievance of the matter, subject to the following conditions:

a. The grievance shall be limited to disputes relating to a claim that the BFPD #2 failed to follow the requirements of the Article in administering test. Only such objective grievances shall be allowed under the parties' grievance procedure, contained in Article VI.
b. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.
c. In the event of grievance disputes arising under the terms of the Article, the parties adopt the definitions set forth in Section 5 of the IFDPA to facilitate resolution of any conflicts.

Section 22.11 Non-Waiver

This Agreement shall not be construed as waving Section 5, Section 10, or Section 65 of the IFDPA.

ARTICLE 23

DURATION AND TERMINATION

This Agreement shall be effective as of January 1, 2026, (except as otherwise specifically provided for elsewhere in the Agreement) and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2029. 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 prior to December 31st anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the December 31st anniversary date. The foregoing notwithstanding, the 120-day notice to prevent automatic renewal shall not be applied to restrict either party from advancing the state to commence negotiations by giving notice of such desire as early as 270 days prior to the December 31st anniversary date.

Bensenville Fire Protection District No. 2

By: _____
President

Date: 3/2/26

Bensenville Professional Firefighters Union IAFF Local 2968

By: _____
President

Date: 3/2/2026

Attest:

By: Nicholas Parrotta Sr.
Secretary

Date: 3/2/26

By: _____
Secretary

Date: 3/2/2026

Notary Public, State of Illinois
Official Seal
Douglas L Halverson
Commission # 991781
My Commission Expires 6/4/2028

3-2-2026

Appendix A

The 2026 salary schedules shall be increased annually as of January 1 retroactive to January 1, 2026, as follows:

FIREFIGHTER PAY SCALE

Year	2026
	3.25%
Starting	$82,700.64
Step 2	$86,866.93
Step 3	$93,782.43
Step 4	$97,943.91
Step 5	$104,173.03
Step 6	$108,431.52

Year	2027
	3.25%
Step 1	$85,388.41
Step 2	$89,690.11
Step 3	$96,830.36
Step 4	$101,127.09
Step 5	$107,558.66
Step 6	$111,955.54

Year	2028
	3.25%
Step 1	$88,163.53
Step 2	$92,605.03
Step 3	$99,977.34
Step 4	$104,413.72
Step 5	$111,054.31
Step 6	$115,594.10

Year	2029
	3.25%
Step 1	$91,028.85
Step 2	$95,614.70
Step 3	$103,226.61
Step 4	$107,807.16
Step 5	$114,663.58
Step 6	$119,350.91

LT PAY SCALE

Lieutenant pay shall be 13.00% above the top, base firefighter pay:

Year	Salary
2026	$122,527.62
2027	$126,509.76
2028	$130,621.33
2029	$134,866.52

BC PAY SCALE

Battalion Chief pay shall be 22.00% above the top, base firefighter pay:

Year	Salary
2026	$132,286.45
2027	$136,585.76
2028	$141,024.80
2029	$145,608.11

Appendix B
Alternative Leaves

Leaves of Absence: Pregnancy

If an employee cannot work because of pregnancy the district may offer the employee the Pregnancy Alternative Duty as listed below or, at the discretion of the Employee, grant a leave of absence without pay after an employee's entire accrued sick leave is exhausted. A leave of absence for pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted. To qualify for these benefits, the employee must report the inability to work because of pregnancy as soon as the pregnancy is known and thereafter furnish to the district a physician's written statement showing the estimated length of time that the employee will be unable to report to work, together with a written application for such light duty or sick time usage/leave. Before returning from a pregnancy the employee, at the discretion of the district, may be required to have a physical examination by a doctor designated by the district to determine the employee's capacity to perform assigned work. The district shall bear all expenses associated with such required physical examination. The employee will be terminated immediately if she accepts new employment elsewhere while on leave of absence covered by this section of the agreement.

Pregnancy Alternative Duty

It is recognized that the duties of firefighter/paramedic are inherently dangerous and often physically arduous. To reduce risks to a pregnant firefighter/paramedic and any unborn fetus from exposure to smoke, hazardous materials and infectious agents the following policy is agreed upon and enacted by the Union and the District: Within five days of receiving a confirmed diagnosis of pregnancy from her personal physician a firefighter/paramedic shall serve notice in writing of her pregnancy upon the district on a certification form provided by the district. The district shall forthwith assign the firefighter/paramedic to Pregnancy Alternative Duty which shall be productive work within the Fire Department not involving fire suppression or hazardous work environment. The Pregnancy Alternative Duty shall be a forty-hour week, Monday through Friday, 8:00AM to 5:00PM. Participation in the Pregnancy Alternative Duty program shall not affect a firefighter/paramedic's eligibility for sick leave, FMLA, or other benefits. Any pregnant firefighter/paramedic who refuses assignment to Pregnancy Alternative Duty may do so but upon such refusal shall, in writing, release the district from liability and shall in writing agree to hold the district harmless by reason of injuries or damages suffered by her, her spouse or suffered by her child or children who are injured or damaged by reason of her failure to participate in the Pregnancy Alternative Duty.

Further Pregnancy Alternative Duty Conditions:

1) Employees under the pregnancy alternative duty who are scheduled for a doctor's appointment during the week shall still report to duty, depending on the appointment time. If the appointment is in the morning, the employee will report to duty in the afternoon. If the appointment is in the afternoon, the employee will report to duty in the morning. Missing work hours due to appointments do not need to be made up or covered using time off and are considered paid administrative leave. Further accommodations should be made by the district if required.

2) An employee on pregnancy alternative duty will follow the district's holiday schedule and still be eligible for their full holiday stipend, regardless of how many Holidays they worked.

3) An employee on pregnancy alternative duty shall notify the district as soon as they are aware of all appointments and any changes to current appointments.

4) An employee on bed rest or who is deemed "high risk" by their medical professional and is unable to work the pregnancy alternative duty shall follow the leaves of absence: pregnancy policy, i.e., the use of sick time, then other accrued benefit time, then unpaid time off.

5) If a probationary firefighter has to use either the pregnancy alternative duty or leaves of absence: pregnancy policy, then that probationary firefighter's probation will be extended by the amount of time they were under those policies.