

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHANNAHON FIRE PROTECTION DISTRICT

AND

***CHANNAHON PROFESSIONAL
FIREFIGHTERS' ASSOCIATION
I. A. F. F. LOCAL #4681***



**Terms of Collective Bargaining Agreement:
*January 1, 2023 through December 31, 2026***

Channahon Professional Firefighter's Association
Local #4681
Collective Bargaining Agreement

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ARTICLE 1 PREAMBLE

This Agreement is entered into by and between the Channahon Fire Protection District, hereinafter referred to as the District or Employer, and the Channahon Professional Firefighters Association, Local #4681 of the International Association of Fire Fighters, AFL-CIO, CLC, hereinafter referred to as the Union or Local.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the UNION, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences that may arise between the parties.

ARTICLE 2 RECOGNITION

The District hereby recognizes the Union as the sole and exclusive bargaining representative for all full time fire fighters in the rank of Firefighter and Lieutenant of the Channahon Fire Protection District, excluding the Fire Chief, for the purpose of collective bargaining and establishing and administering a written labor agreement covering wages, rates of pay, hours of labor, and all other terms and conditions of employment.

ARTICLE 3 UNION SECURITY

Section 3.01 Payroll Deduction of UNION Dues

- A. During the term of this Agreement the District agrees to make a payroll deduction each pay period, of Union dues, fair share fee, initiation fee, and assessment(s), in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees covered by this Agreement. The total amount of the deductions shall be remitted to the Union no later than seven (7) days after the deduction is made by the District.

- B. Authorization for such deductions shall be irrevocable unless revoked by written notice to the District and to the Union during the thirty (30) days prior to the expiration of the contract.

Section 3.02 Fair Share Fee Deductions

- A. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform monthly dues and/or assessment(s) paid by a member of the Union, less that portion of said dues and assessment(s), which are or may be used for political purposes.

- B. The Union shall periodically, but not less than annually, submit to the District a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee to be deducted starting with the next paycheck. The amount of the fair share fee shall not include contributions related to the election or support of any candidate for political office or any member-only benefit. The fair share fee shall be uniform for each employee subject to the obligation to pay fair share fee. The District shall make the fair share deduction from the wages of those employees listed as non-members in the amount previously certified to the District by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction. The Union may change the fixed dollar amount of the fair share fees during the life of this Agreement. The Union will give the District thirty (30) days notice of any change in the amount of fair share fees to be deducted.

Section 3.03 Involuntary Deductions

In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the District shall make an involuntary deduction from the wages of the employee in the amount previously certified to the District by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

Section 3.04 Objections on Religious Grounds

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 3.05 Objections on Other Grounds

Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with any such objection shall process his/her objection in accordance with the procedure set forth in Appendix A, attached hereto and made a part of this Agreement.

Section 3.06 Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all Employees in the bargaining unit regardless of their Union membership status. Any alleged violations of the Union's duty of fair representation shall not be grievable.

Section 3.07 Indemnifications

The Union shall indemnify and hold harmless the District against any and all claims, suits or judgments brought or issued against the District as a result of any action taken pursuant to the check-off provision, 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 to both and all-appellate levels.

ARTICLE 4 HOURS OF DUTY

Section 4.01 Platoon Duty

The normal work period for employees assigned to shift shall be calculated on a 27-day cycle. The normal work day and work week for employees shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). A Montgomery Day (i.e., what would otherwise be a 24-hour duty day) shall be scheduled one per work reduction cycle, thereby reducing the normal workweek to an average of 52.62 hours. Shifts shall commence at 0700 hours and end at 0700 hours the following day.

Section 4.02 Light Duty for Pregnancy

If a pregnant firefighter so requests, the District shall temporarily transfer her to a less strenuous or hazardous position for the duration of her pregnancy; this will be done in concert with the advice of her physician. The hours of work shall be adjusted to a 40-hour workweek and exclude the female firefighter's scheduled Montgomery Days. If a pregnant firefighter does *not* request an accommodation, and there are documented observed behaviors that could put the firefighter's coworkers or the community they serve at risk, the District may request a Fit For Duty examination. The Fit for Duty examination shall be performed by the District's Occupational Health Provider in concert with the pregnant firefighter's physician. A pregnant firefighter's schedule can be adjusted at the chief's discretion to accommodate the employee. Bargaining unit members on light duty assignments will be compensated at their current salary without loss of benefits or credible service time.

Article 4.03 Scheduling for Classes

By mutual agreement between the Chief and an employee, an employee can be put on a modified work schedule or granted a leave of absence to attend educational classes or training opportunities that are intended to improve, maintain, or upgrade the individual's certifications, skill and/or professional ability.

Section 4.04 Light Duty

Employees who are recuperating from an illness or injury and unable to assume the responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be eligible for light duty. Upon the written recommendation of the employee's doctor and the District's doctor, the employee may submit a request to the Chief or his designee for light duty. The Chief or his designee will determine if any work is available based upon the restrictions set by the employee's and District's physicians. The hours of work shall be adjusted to a forty (40) hour work week and exclude the firefighter's scheduled Montgomery Days. Bargaining unit members on light duty assignments shall be compensated at their current salary without loss of benefits or creditable service time. The employee shall use sick time for doctor's appointments if they are scheduled during the employee's work hours. If conflicting reports are received from the employee's physician and the District's physician, a third physician shall be chosen by the consent of both parties at the expense of the District. The length of time of the restricted duties will not exceed the earliest of the following:

- (a) The time limit for restricted work set by the employee's physician;
- (b) The length of time to complete the available work; or
- (c) Six (6) months per incident, except this time may be extended upon the mutual agreement of the employee and the Chief or his designee.

ARTICLE 5 WAGES AND RATES OF PAY

Section 5.01 Annual Salary Schedule

The Annual salaries of the members of the bargaining unit shall be paid pursuant to the negotiated salary attached hereto and made a part of this Agreement and identified as "Appendix B".

Section 5.02 Straight-Time Hourly Rate

The straight time hourly rate shall be calculated by dividing the annual salary (base salary plus additional premiums or incentive pays) by the scheduled annual hours: 2,736.

Section 5.03 Overtime

The District has the right to require employees to work overtime and employees may not refuse overtime assignments. Mandatory overtime shall be scheduled in accordance with this Agreement. Employees working any hours on duty in addition to the regular hours as defined in this Article shall be considered overtime hours subject to the overtime rates as provided in this Agreement. An employee using approved time off shall not be subject to mandatory overtime from the end of the last shift worked until the beginning of the next shift worked.

In the event the Fire Chief or his designee determines there is a need for overtime, he shall notify the appropriate union employee of the date, location and time of such assignment. The Union shall be responsible for maintaining the overtime list and the call out procedure for overtime. The list shall be comprised of full-time firefighters, full-time lieutenants, and full-time captains. The Station #1 officer shall be responsible for managing the shift's overtime needs as they arise.

Overtime assignments shall be offered starting with the bargaining unit member of the same rank and in accordance with the respective overtime distribution list. If no bargaining unit member from the respective rank accepts the voluntary overtime, the vacancy will be offered to the individuals of the subordinate rank. If no member of the subordinate rank accepts the overtime, the vacancy can then be offered to the higher rank.

In the event the voluntary overtime assignment is offered, and the vacancy is not filled, the Fire Chief may order the appropriate rank from the shift force back list to accept the force-back assignment.

Mandatory overtime being filled less than 12 hours prior to the beginning of the shift, on-duty personnel shall be utilized following the order of the force-back list.

The following criteria shall be used when filling overtime:

1. Vacation does not create overtime
2. All Montgomery days shall be backfilled
3. When staffing is full, the first position off shall not be backfilled

Section 5.04 Overtime Rate

When an employee, at the request of the District, works a partial or full shift which is not scheduled pursuant to Section 4.01, he/she shall be compensated at one and one-half (1 ½) times the employee's basic hourly rate.

Section 5.05 Hold-Over and Re-Call Rate

When an employee is requested by the District to work additional time due to emergency calls or late personnel immediately after the regular work shift without interruption, the employee will be paid at one and one-half (1- 1/2) times the employee's basic hourly rate and shall receive a minimum of one (1) hour's pay at his overtime rate and by the quarter (1/4) hour thereafter. If no one volunteers for the holdover, the District may require the highest member at the top of the force back list of the off-going shift to be forced back.

Section 5.06 Specialty Team Stipend

The District has needs in areas that require specialized training. This specialized training requires additional time to achieve the skills required to be a member of the team, as well as additional training and drills to maintain the appropriate knowledge and skills. Therefore, the District will pay an additional incentive bonus to individuals willing to become, and function as members of specialized teams functioning within the District.

Specialty membership is defined as any person who is trained and possesses technician level rescue or mitigation skill and that person has an affiliation with a local mutual aid team or state team.

Specialized teams recognized include:

- a. Technical Rescue
- b. Hazardous Materials
- c. Water Rescue
- d. Fire Origin and Cause

Technical Rescue

- Awarded certification in:
 - Trench Operations
 - Rope Operations
 - Confined Space Operations
 - Structural Collapse Operations
 - Vehicle and Machinery Operations
 - One (1) Technician level discipline
- Attend no less than 1/3 of the scheduled team drills in a calendar year
- Member in Good Standing with MABAS Division 15's Technical Rescue Team

Hazardous Materials

- Hazardous Materials Technician
- Attend no less than 1/3 of the scheduled team drills in a calendar year
- Member in Good Standing with MABAS Division 15's Hazardous Materials Response Team

Water Rescue / Sub-Surface Diver

- Water Operations
- Watercraft Technician
- Swiftwater Technician
- Attend no less than 1/3 of the scheduled team drills in a calendar year
- Member in Good Standing with MABAS Division 15's Water Rescue Team

Fire Investigations

- Certified Fire Investigator
- Attend no less than 1/3 of the scheduled team drills in a calendar year
- Member in Good Standing with MABAS Division 15's Fire Investigation Team

The specialty team leader must attest in writing the member is in good standing with organizational training requirements and local mutual aid team or state team requirements. The team leader is responsible for tracking their respective team members' training hours throughout the calendar year. The verification of good standing must be submitted to the Deputy Fire Chief no later than October 31st.

Members who commit to being a member of a specialized team shall receive \$300.00 annually. This incentive is paid to individuals for choosing to be a member of a specialized team. Members will only be allowed to be a member of one specialized team. This shall only be paid for members in good standing.

The Fire Chief will determine the approved certifications required for each team. This will be paid annually in the last pay period in November.

A member must be in good standing as of the first pay period in November.

There will be one bargaining unit member as team leader, per team as appointed by the Fire Chief or his designee, unless there are no members that meet the minimum qualifications for team leader. The team leader will receive \$200 incentive for being the team leader. The team leader will receive the same bonus as outlined in this paragraph.

Any member not meeting the team's requirements will not receive any incentive.

Section 5.07 Holiday Pay

- A. Employees will receive four (4) paid holidays, for which they will be paid 24 hours straight time for each (totaling 96 hours).
- B. Holiday Pay is considered pensionable salary per Title 50, Illinois Administrative Code, Part 4402; Section 4402.35.
- C. Holiday Pay will be paid annually between the first (1st) and second (2nd) pay period in November.

Section 5.08 Educational Pay

At the discretion of the Fire Chief or his/her designee, the District shall reimburse an employee's tuition for course work up to the completion of an advanced degree, in addition to other courses required for specialty work. Reimbursement shall be made in an amount equal to the charge for in-District tuition upon proof of successful completion of the course with a grade of B or better. To qualify for tuition coverage for the advanced degree or Fire Officer Course Series, an employee must first submit an application for an Illinois Fire Chiefs Foundation Scholarship and provide proof of such application to the Fire Chief. Education pay shall include the cost of tuition only.

If the member leaves the District within one (1) year of completion of a course for which he or she has received reimbursement from the District, the member shall refund the reimbursement to the District. Excepted from this general rule are those employees who are terminated by the District, and those employees who discontinue employment with the District due to injury or illness resulting in the employee's permanent inability to perform the normal duties of the position held by the employee at the time of commencement of such injury or illness. The Fire Chief has the discretion to waive all or part of the reimbursement costs as he deems appropriate.

Section 5.09 7G Program

The District recognizes that there is a need for employees to perform work outside the job description of a Firefighter/Paramedic, Lieutenant/Paramedic, or Captain/Paramedic. The District agrees to offer additional work, if needed, as part time positions in accordance with this section. Employees who participate in this program must sign the agreement for 7G participation. The form for this agreement shall be entered herein as Appendix F.

The Fire Chief, at his discretion, shall set the hours of work, the number of days per week, and the number of people that may participate in the 7G program, and at the district's discretion, establish a budget expenditure to allocate funding. The program of 7G may include, but is not limited to, the following programs:

- EMS
- Training
- Risk Reduction Activities
- Infrastructure Maintenance
- Fleet Maintenance

Work performed in the 7G program will be compensated at the hourly rate in accordance with this section. If an employee is working under this agreement and is then required to revert back to their role as a firefighter/paramedic or Lieutenant/paramedic, due to an emergency or other requirements, as designated by the Fire Chief, the employees will be compensated at their appropriate overtime rate.

7G Rate: \$25.00/Hour

Section 5.10 Cash Payment for Accumulated Unused Sick Leave Upon Retirement or Separation

Employees who retire or voluntarily leave with 20 years or greater of service shall be eligible for a one time buy out of 20% of their accrued sick hours at their current straight time rate. The employee's buy out shall be deposited into their personal VEBA account.

ARTICLE 6 PAID LEAVES OF ABSENCE

Section 6.01 Vacations

Vacation shall be earned annually based on the following schedule:

Length of Service	Vacation Days
0-11 Months	2
12-59 Months	7
60-119 Months	10
120-179 Months	12
180+ Months	14

Vacation shall be taken at the rate of not less than twelve (12) hours at a time. An individual may elect to arrange a vacation day or partial vacation day no later than 1 hour before the start of their regularly scheduled shift tour. If an employee chooses to use a vacation time one hour before the start of shift, they must verbally make contact with the officer at Station #1. No texted or emailed requests shall be honored.

The calendar year shall constitute the period of time during which vacations will be scheduled with no limitation on consecutive days off. It shall be within the discretion of the Fire Chief or his designee to prohibit the scheduling and use of vacation time on days when another employee is already scheduled to use a Montgomery Day.

Any employee who is separated from the fire district shall be compensated in cash for all unused vacation time accumulated, at the rate of straight pay at the time of separation. In the case of the death of an employee the compensation due that employee shall be paid to his or her spouse or estate.

The following shall constitute the departmental procedure for all District employees' vacation picks:

1. The priority vacation picks shall be completed in December.
2. The order of picking will start with officer seniority in rank followed by firefighter seniority in rank.
3. Employees are not required to pick any priority requests.
4. Priority vacation leave may be taken from January 1 to December 31. Vacation requests will be approved based on (1) position per 24-hour shift, or can be split into (2) 12 hour positions.
5. All other vacation requests (secondary requests) submitted during the calendar year will be approved on a first come first served basis and only if the shift or shifts have time available.
6. Personnel may choose 1 up to 4 shift days per pick.
7. All vacation requests shall be submitted through the Fire Manager Schedule.
8. The priority pick may include 1 sanctioned holiday. Sanctioned holidays are identified as: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. An individual may choose a second holiday as long as the day is available in their pick cycle.

9. Each individual will be provided a priority pick and the process will return to the fire captain, then fire lieutenant, and subsequently firefighters by seniority until all vacation picks are made or until the shift terminates the priority vacation picks because all picks are complete.
10. The shift's captain will collectively manage their personnel's vacation scheduling.

The priority vacation picks may include one (1) sanctioned holiday. Sanctioned holidays are identified as: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. An individual may choose a second holiday as long as the day is available in their pick cycle.

Section 6.02 Scheduling of Work Reduction Days

The district will allow employees to select their work reduction days (referred to hereinafter as a "Montgomery Day") as established by the parameters of this section.

Each employee shall receive seven (7) Montgomery Days each calendar year to be applied to the following provisions.

Personnel assigned to 24 hour shifts shall receive one Montgomery Day for every 17 duty shifts assigned. A master list shall be developed and managed by the collective bargaining unit that shows the rotation of their seven (7) cycles, which comprise their seventeen (17) duty day cycles on or before regular vacation picks. Montgomery Day scheduling shall take place before employees' completing priority vacation picks. The order of picking will start with officer seniority in rank followed by firefighter seniority in rank. Each employee shall schedule one (1) Montgomery Day for the cycle then rotate to the next employee of seniority. Montgomery Day picks shall begin with the members of the shift selecting their picks in the first cycle of the calendar year, then the next cycle, and so on. Each individual will pick a total of seven (7) times until all of their Montgomery Days are scheduled. Once a Montgomery Day is scheduled, it cannot be moved or traded unless there are extenuating circumstances and with Fire Chief's discretion.

Employees who begin employment with the district will receive Montgomery Days but will be adjusted by remaining cycles within the calendar year according to the table below:

Start Work Date	Montgomery Day Adjustment
Start date falls in Period 1 but before Period 2 of Cycle	6
Start date falls in Period 2 but before Period 3 of Cycle	5
Start date falls in Period 3 but before Period 4 of Cycle	4
Start date falls in Period 4 but before Period 5 of Cycle	3
Start date falls in Period 5 but before Period 6 of Cycle	2
Start date falls in Period 6 but before Period 7 of Cycle	1

Section 6.03 Sick and Injury Leaves

- A. Notification of absence due to sickness shall be verbally provided to the officer at Station #1. No texted or emailed requests shall be honored. Sick leave may be exercised in twelve hour increments. Notification of sick leave shall occur as soon as possible, but no later than one half hour before the start of the employees work shift, unless it is shown that such notification was not feasible.
- B. Sick leave with pay is an accumulated benefit for full time employees. Sick leave time may be used for absence due to illness or injury of the employee in accordance with policies established by the District. Employees shall accrue 144 sick hours annually on the date of their service anniversary, to total six (6) 24-hour sick days. Employees shall earn sick time leave from the first day of their employment, and shall continue to accumulate sick leave to a maximum of sixty (60) shift days, or 1,440 hours.
- C. The bargaining unit members will receive an annual contribution paid by the fire district to their established VEBA account each January based on the previous year's unused sick time balance. The employee is only eligible to receive the VEBA contribution if their end of year balance is seventy-two (72) hours or more. If the employee does not have at least the minimum balance, no contribution will be made to their VEBA account on behalf of the fire district. The district will contribute an annual amount of \$1,500.00 to an eligible employee's VEBA account.
- D. In accordance with the Public Employee Disability Act (PEDA) (5 ILCS 345/1), firefighters injured on the job are entitled to continued payment of their full salary by the District for up to one (1) year from the date of the injury without losing accumulated sick leave, compensatory time or vacation and while still accumulating pension service credits. Firefighters who are entitled to PEDA benefits shall complete the applicable notice form. While receiving this benefit, the firefighter shall not be employed in any other manner, with or without compensation. Any compensation due to an injured employee from worker's compensation or from any other types of insurance which may be carried by, or paid for at least partially by the District, shall revert to the District during the time for which continuing compensation is paid pursuant to PEDA. A disabled employee also may not receive disability pension while receiving PEDA benefits.

Section 6.04 Military Leave

Military leave shall be granted in accordance with applicable Illinois and Federal Law. Nothing in this Agreement is intended to diminish those rights.

Section 6.05 Funeral and Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted two (2) duty day(s) off with pay. If the family member dies while the Employee is on-duty and the Employee takes leave, the first shift after the death shall be deemed to be the first duty day of leave. Such leave must be cleared with the Chief. If unable to contact the Chief, the duty officer shall have the power to grant such permission.

The immediate family will include:

Spouse, children (including in-law, grand, step or those from a blended family that are dependents of employee or spouse), parents (including in-law, grand, step or foster), siblings (including in-law, step or half), and other persons who were members of the employee's household at the time of death.

Time off will be granted to employees for the funeral services of aunts, uncles, and cousins of the employees and spouses for a period of one (1) duty day off with pay. If the family member dies while the Employee is on-duty and the Employee takes leave, the date of death shall be deemed to be the one duty day of leave. An employee may use accrued sick, personal or vacation leave for extended bereavement time, travel or to attend to the affairs relating to the deceased or the surviving spouse and/or family at the discretion of the Chief. Approval shall not be unreasonably denied.

Section 6.06 Non-Mandated Training and Educational Leave

At the sole discretion of the Chief or his designee, employees may be granted unpaid or paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and/or professional ability.

Any off duty training that is deemed by the Fire Chief or his designee to be mandatory shall not be conducted during an observed holiday.

Section 6.07 Court Time

Employees who would otherwise be off-duty shall be credited with hours worked at the overtime rate for all hours spent appearing in Court on behalf of the District or in a matter arising out of their employment. Employees will not be paid for court time and litigation which they or the Union initiated or in which the District is the Plaintiff and an employee is a Defendant.

Section 6.08 Jury Duty

An employee who is summoned for jury duty shall notify the Fire Chief immediately to provide as much advance notice as possible. If the employee is required to attend jury duty on a regularly scheduled day to work, the employee shall be excused from work without loss of pay for the period of time required to be away from work. The employee will receive regular pay from the District for the hours excused for jury duty. The employee shall reimburse the District for any compensation received for those duty days for which the employee received regular compensation from the District. The employee shall return to work as soon as possible after being released from jury duty.

Section 6.09 Emergency Leave

If a serious or unexpected crisis occurs to an employee's spouse, children, or a member of the immediate family, the employee will be allowed time off to the extent of the balance of a duty shift or while the crisis exists. Employees will be allowed a maximum of 24 hours of emergency leave per calendar year. Such leave must be communicated and cleared with the Station #1 officer. Text messages are not an approved method of notification. Notification to the Deputy Chief or Fire Chief via phone shall occur anytime an employee exercises this leave type. Staffing replacement in any such crisis will not be necessary if the situation resolves itself in less than 4 hours.

Emergency leave shall only be used for the duration of the emergent event. It is the responsibility of the employee to contact their immediate supervisor and communicate when the crisis event has ended and their estimated return to duty.

If the employee elects to remain at home following the emergency event, they may exercise their benefit time in accordance with Sections 6.01 and 6.03.

Emergency leave does not have to be exercised in any incremental time minimums. This type of leave is not cumulative and any balance shall not carry over from year to year. No monetary benefits or payouts to employees shall ever result from excess emergency leave.

ARTICLE 7 UNPAID LEAVES OF ABSENCE

Section 7.01 Personal Leaves

At the sole discretion of the Chief or his designee, a leave of absence, without pay, for a limited time --not to exceed twelve (12) months-- shall be granted for any reasonable purpose, and such leave may be extended or renewed for any reasonable period.

Section 7.02 Educational Leave

At the sole discretion of the Chief or his designee, after the completion of one (1) year of service, any employee, upon request, shall be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee, at the sole discretion of the Chief or his designee.

ARTICLE 8 SENIORITY RIGHTS

Section 8.01 Definition

Seniority means an employee's length of continuous full-time service with the Fire Protection District. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list, from which they were hired.

Section 8.02 Probation Period

New employees shall serve a probationary period of twelve (12) Months, which may exclude periods of training, or injury or illness leaves, including duty-related leave, in excess of 30 calendar days. Any employee may be discharged during the probationary period without cause. In the event of the discharge of a probationary employee, the Union will be notified. The District's decision to discharge a probationary employee shall not be subject to the grievance procedure.

Section 8.03 Seniority Lists

Annually the District shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union.

Section 8.04 Longevity Pay

Employees with continuous and unbroken service to the district will be eligible to receive annual longevity pay in accordance with the following schedule:

Service Years	Amount
10 years but less than 15	\$1,000.00
15 years but less than 20	\$1,500.00
20 years but less than 25	\$2,000.00
25 years but less than 30	\$2,500.00

Longevity pay is non-accumulative. This classification of pay will be distributed in one lump sum between the first (1st) and second (2nd) pay period in December of each year.

Section 8.05 Layoff and Recall

In the event it becomes necessary to lay-off employees, employees shall be laid-off in the inverse order of their seniority per the list established by the District. Employees shall be re-called from lay-off according to their seniority. No new full-time firefighters shall be hired until all employees on lay-off status desiring to return to work have been re-called.

Employees who are on the re-call list shall be given 30 calendar days notice of re-call. The notice of re-call shall be sent to the employees by certified or registered mail, with a copy to the Union. The District shall be deemed to have fulfilled its obligations by mailing the re-call notice by certified mail, return receipt requested, to the mailing address last provided by the employee with a copy to the Union. It is the obligation and responsibility of the employee to provide the District with his/her current mailing address at all times. If an employee fails to respond to a re-call notice within thirty (30) calendar days, his/her name shall be removed from the re-call list. Employees accepting a recall must commence work within thirty (30) calendar days of their acceptance, unless the Chief agrees to a longer time period. Laid off employees shall be removed from the re-call list after two full calendar years from the date of lay-off.

Section 8.06 Shift Vacancies

Vacancies in the position of full-time bargaining unit members created as a result of death, resignation, retirement, promotion or discharge shall be filled within ninety (90) days of the vacancy if the District has a current hiring list in place or within 120 days of the vacancy if the District does not have a current hiring list in place. In the event the District is unable to complete the process of establishing a new hiring list to fill a vacancy within 120 days, the District will inform the Union of its progress and fill the vacancy upon establishment of the new hiring list. If, in its sole discretion, the District decides that it does not intend to fill a vacancy due to economic reasons, the District agrees to promptly notify the Union of its decision not to fill the vacancy.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.01 Definition

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

Section 9.02 Procedure, Steps and Time Limits

STEP 1.

The employee, with or without a Union representative (or the Union steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing with the next highest full-time rank or his designee within ten (10) calendar days of its occurrence, or within ten (10) calendar days of when the employee knew or should have known of its occurrence. The person served with the grievance or his designee shall then attempt to adjust the matter and shall respond to the employee and the Union steward within seven (7) calendar days. If the person served with the grievance or his designee does not render a decision within the time period the grievance shall be deemed denied as of the seventh calendar day.

STEP 2.

If the grievance remains unadjusted in Step 1, and the Union and/or the employee wishes to appeal the grievance to Step 2, of the Grievance Procedure, it shall be referred in writing to the Fire Chief or his designee, within seven (7) calendar days after the receipt of the District's answer in Step 1, or within seven (7) calendar days of when the answer was due in Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Fire Chief shall render a written response to the grievant within seven (7) calendar days after the grievance is presented. If the Chief does not render a decision within the time period, the grievance shall be deemed denied as of the seventh calendar day.

STEP 3.

If the grievance remains unresolved within fifteen (15) business days after the reply of the Fire Chief or his designee is due, and the Union wishes to appeal the grievance, the Union may invoke arbitration.

Section 9.03 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the District and the Union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Indiana, Wisconsin or Michigan. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the District and the Union shall have the right to strike three

(3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 9.04 Authority of the Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application submitted or raised at Step 1 of the Grievance Procedure and shall have no authority to make a decision on any other issues not so submitted. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the District, the Union, and the employees covered by this Agreement.

Section 9.05 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the District and the Union. However, each party shall be responsible for compensation its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 9.06 Processing and Time Limits

Grievances may be investigated and processed during working hours by Union stewards, representatives and grievance committee members, provided such activities do not interfere with the normal operations of the District.

The time limits set forth in this Article may be extended by mutual written consent of the parties. The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

Section 9.07 Processing Grievances

Time spent during regularly scheduled work time by a grieving employee (or one (1) employee representing a group grievant) and one (1) Union representative in grievance meeting will be considered paid work time if the employee is on duty. This provision does not require that such meeting be held during the grievant and/or Union representative's regularly scheduled work time. If a meeting occurs while an employee is on duty, such meeting shall not interfere with the employee's regular or emergency work schedule unless otherwise agreed by the Union and the Chief or designee. The District reserves the right to restrict the number of employees who shall be released from work to attend grievance meetings.

ARTICLE 10 NO STRIKE AND NO LOCKOUT

No lockout of employees shall be instituted by the District during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of service shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement.

ARTICLE 11 SAFETY, HEALTH AND WELFARE

Section 11.01 Joint Occupational Safety and Health Committee

It is the desire of the District and the Union to maintain the highest standards of safety and health in the fire District in order to eliminate, as much as possible, accidents, death, injuries and illnesses in the fire service.

Protective devices, wearing apparel and other equipment necessary to properly protect fire fighters shall be provided by the District at no cost to the employees and shall conform to applicable fire service standards. These devices, apparel and equipment shall be inspected by the Joint Occupational Health and Safety Committee on a (quarterly, semiannually, or annually) basis to ensure proper maintenance and replacement.

The Union and the District shall have the opportunity to appoint an equal number of members (up to two) to the Joint Occupational Safety and Health Committee. This Committee will meet no less than once every three months and discuss safety and health conditions.

Safety Committee members will be granted time-off with pay when meeting jointly with the District and for any inspection or investigation of safety or health problems in the District, subject to HIPAA or confidentiality constraints.

The District shall not restrict the safety committee members from any fire District facility when investigating health or safety condition.

Records shall be kept of all job related accidents, injuries and illnesses which shall be maintained by the fire district. Copies of all such records and reports, including all reports which may be required by the state or federal governments, shall be made available upon request to the Safety Committee members.

Section 11.02 Pensions

For the term of this Agreement, the District agrees to maintain its obligations to the Firemen's Pension Fund as required by Illinois State Law.

Section 11.03 Immunizations/Tests

The District agrees to pay for the immunizations/tests of all full time employees as provided in the District's Infectious Control Policy as may be amended from time to time by said policy. In addition, the District agrees to provide and pay for immunizations/tests as are required by the current EMS System that we are operating under.

ARTICLE 12 NO DISCRIMINATION

Section 12.01 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the District, the responsibility for applying this provision of the Agreement.

Section 12.02 Gender

All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

Section 12.03 Duty to Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the United States Supreme Court in *Vaca v. Sipes*, 386 U.S. 171.

ARTICLE 13 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, federal law, and the provisions of the IPLRA, 5 ILCS 315/1 et seq., the District retains all of its traditional rights, powers or authority to make and implement decisions concerning the operation of its business.

It is the right of the Employer to determine matters of inherent managerial policy and to implement decisions with respect thereto, which include the following: the right to determine, plan, direct and control all the operations and services to be offered by it or its agencies; to determine the District's missions, objectives, policies, procedures and to set standards of services offered to the public; to establish its overall budget; to direct, assign and transfer its Employees; to determine and change the content of employment examinations; to determine and change the necessary requirements to participate in any new hire examination process not covered by the Promotions article of this Agreement; the job duties and the minimum qualifications for all positions; to determine the number and types of employees (whether volunteer, paid on call, part time, contract or full time) in compliance with The Fire Fighter Substitute Bill, 70 ILCS 705/16.06; the rank structure and numbers of employees and types of employees in each rank; manning requirements per shift, station and apparatus; to discipline, suspend, demote, or discharge employees with just cause in compliance with the Fireman's Disciplinary Act, 50 ILCS 745 and this Agreement (probationary employees without cause and at the sole discretion of the Employer and neither the reason nor the disciplinary action, discharge, lay off or dismissal of a probationary employee may be the subject of a grievance); to relieve and lay off its employees from duty because of lack of work or for other legitimate reasons; to establish work, productivity, training and fitness standards from time to time; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which government operations or a unit thereof are to be conducted or provided for; to make, alter and enforce rules, regulations, orders, policies and procedures; to change, relocate, modify or eliminate existing methods, equipment, uniforms or facilities; to evaluate and promote employees in compliance with the Fire Protection District Act §16.01 et seq. and the FDPA, 50 ILCS 742 et seq.; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organizing and the technology of performing its work.

ARTICLE 14 DUTIES AND SUBCONTRACTING

Section 14.01 Definition of Departmental Duties

The members of the bargaining unit shall be required to perform those duties related to and in direct support of: fire suppression, prevention and extinguishment; public education; technical rescue; hazardous materials operations; duties related to the delivery of Emergency Medical Services; and routine repair and maintenance of stations, grounds, apparatus and equipment.

Section 14.02 Contracting

In accordance with 70 ILCS §705/16.06(a), the District shall not use any person who has not qualified for regular appointment under Section 2-1-4/10-1- 14/16.06(a) as a temporary or permanent substitute for classified full time members of the bargaining unit, unless otherwise provided in this Agreement.

ARTICLE 15 DISCIPLINE AND DISCHARGE

Section 15.01 Disciplinary Actions

Disciplinary actions instituted by the District shall be for just cause and/or for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. Probationary employees may be disciplined and discharged with or without cause and recourse to either the Board of Fire Commissioners or grievance arbitration process.

The District agrees with the tenets of progressive and corrective discipline, whereby discipline shall be designed to improve behavior and not merely to punish. Where the District believes, just cause exists to institute disciplinary action against non-probationary employees it shall assess the following penalties based upon the circumstances and absent any exigent circumstances;

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

The employee may file a written reply to any reprimand. Except for oral and written reprimands, a grievance may be filed as to disciplinary actions instituted against an employee. Disputes as to suspensions and discharges shall proceed in accordance with the procedure set forth in the applicable sections of this Article.

Section 15.02 Notice and Investigation

A copy of all disciplinary notices shall be provided to the Union immediately after they are documented.

The imposition of discipline will be performed in a reasonable and timely manner and where possible shall be done in private in order to prevent the employee from being unduly embarrassed.

The District shall conduct thorough disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his/her responsibilities as an employee. Prior to taking final disciplinary action and conducting its investigation, the District will meet with the employee involved and notify the employee of the contemplated disciplinary action and the reason thereof.

15.03 Discipline By The Fire Chief

If the discipline is within the authority of the Fire Chief (suspensions of not more than five (5) consecutive calendar days), the following steps apply:

- A. The fire Chief shall serve a written notice of the charges and punishment upon the employee involved and submit a copy to the Union.
 - B. Upon receipt of the notice, the employee shall have 10 calendar days to elect to appeal the disciplinary action either to the Board of Fire Commissioners of the District or, subject to approval of the Union, through the grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other.
1. Board of Fire Commissioners Option

If the employee notifies the Fire Chief of a desire to have the charges heard before the Board of Fire Commissioners, the Fire Chief shall notify the Secretary of the Board of Fire Commissioners in accordance with the procedure set forth in 70 ILCS 705/16.13b and the rules of the Board of Fire Commissioners. The statutory time period is hereby extended to be ten (10) days. The time period may be extended by mutual agreement of both parties.

2. Grievance/Arbitration Option

The Union may file a grievance on the proposed suspension by the Fire Chief. If the Union desires to appeal disciplinary action through the grievance/arbitration procedure, it shall notify the Fire Chief within forty-eight (48) hours of receipt of the Fire Chief's notice of the disciplinary action.

If the Union decides not to file a grievance, the Fire Chief shall notify the Secretary of the Board of Fire Commissioners in accordance with the procedure set forth in 70 ILCS 705/16.13b and the Rules of the Board of Fire Commissioners. The employee may appeal the discipline to the Board of Fire Commissioners and shall have no other option to use the grievance arbitration procedure for that discipline.

If the Union decides to file a grievance, the grievance shall be arbitrated unless an acceptable settlement is reached between the District and the Union. The grievance shall be filed at Step 2 of the Grievance Procedure. The Union may submit the grievance to arbitration. If the discipline is sustained by an arbitrator's decision, neither the Union nor the employee shall have any further right to contest such charges and penalty before the Board of Fire Commissioners.

Section 15.04**Suspensions Over Five (5) Consecutive Calendar Days and Discharge**

If the Discipline is beyond the authority of the Fire Chief (in excess of five (5) consecutive calendar days) and within the authority of the Board of Fire Commissioners, the following steps apply.

- A. The District shall serve written notice of the charges and proposed punishment upon the employee involved and also submit a copy to the Union.
- B. Upon receipt of the notice the employee may elect to have the proposed disciplinary action heard by either the Board of Fire Commissioners of the District or, subject to the approval of the Union, through the grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other.

1) Board of Fire Commissioners Option

If the employee notifies the District of a desire to have charges heard before the Board of Fire Commissioners, the District may proceed with the proposed disciplinary action and the employee may contest the charged in accordance with the procedure set forth in 70 ILCS 705/16.13b subject to the employee's right to appeal the hearing described therein. The District shall not file any formal charges with the Board of Fire Commissioners before the employee has had an opportunity to exercise his/her election of remedies within ten (10) calendar days. The time period may be extended by mutual agreement of both parties.

2) Grievance/Arbitration Option

The Union shall advise the District as to its determination as to whether the Union will file a grievance as to the disciplinary action within seven (7) calendar days of the receipt of the employee's request.

If the Union decides not to file a grievance, the Fire Chief may proceed with the charges in a hearing before the Board of Fire Commissioners. The District may proceed with the proposed disciplinary action in accordance with the procedure set forth in 70 ILCS 705/16.13b subject to the employee's right to appeal the hearing described therein.

If the Union decides to file a grievance, the grievance shall be arbitrated in the same manner as provided in this Agreement, unless an acceptable settlement is reached between the District and the Union. Pending arbitration of the grievance, the District may immediately implement the penalty and neither the Union nor the employee shall have any further rights to contest such charges and penalty before the Board of Fire Commissioners.

Section 15.05 Use of Past Discipline for Progressive Discipline

A. Oral and Written Reprimands

If a similar offense is repeated in a twenty-four-month period, the District may use the prior oral or written reprimand as a basis for increasing the penalties for the new offense. However, if an offense is similar in nature, but more than twenty-four months apart, then the prior offense will not be a basis for increasing the penalty for the new offense.

If an unrelated offense occurs within twelve months of an oral or written reprimand, the District may use the prior oral or written reprimand as a basis for increasing the penalties for the new, unrelated offense. However, if an unrelated offense occurs more than twelve months after an oral or written reprimand, then the prior offense will not be a basis for increasing the penalty for the new, unrelated offense.

B. Suspensions of Five Calendar Days or Less

If an unrelated offense occurs within three years of a suspension of five calendar days or less, the District may use the prior suspension as the basis for increasing the penalties for the new, unrelated offense. However, if an unrelated offense occurs more than three years after a suspension of five calendar days or less, then the prior offense will not be the basis for increasing the penalty for the new, unrelated offense.

There shall be no time limit on the District's ability to use a prior suspension of five calendar days or less as a basis for increasing the penalty of a new, similar offense.

Section 15.06 Right to Representation

Nothing in this Article or Agreement is intended to waive the employee's right to have a representative present during any investigative meeting where the employee reasonably believes discipline could result.

ARTICLE 16 GENERAL PROVISIONS

Section 16.01 Bulletin Boards

The District agrees to furnish suitable space not to exceed twenty-four inches (24") by forty-eight inches (48") for a Union bulletin board in convenient locations in each station to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. All postings shall be dated and initialed by the person posting it. The bulletin board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature. Any offensive information on the bulletin board may be removed by the Fire Chief with notification to the Union.

Section 16.02 Acting Out of Classification

An employee assigned the responsibilities, and who carries out the duties, of a position or rank above that which he/she normally holds for an accumulated period of twelve (12) hours or longer, shall be paid at the same rate of pay of a starting lieutenant for that particular wage and salary year.

Acting lieutenants shall be chosen from the final promotion list for the rank of full-time lieutenant. Upon the creation of each new promotion list for the rank of full-time lieutenant, the three highest ranking employees on the promotion list shall be assigned to separate shifts so that each of the three shifts shall have one of the three highest ranking firefighters (those with the highest total scores) on the list. That person shall be the acting lieutenant on that shift in the absence of the lieutenant. If the list for the rank of Lieutenant is exhausted, the Acting Lieutenant's position shall be filled at the Fire Chief's discretion.

Overtime resulting from duty during which an employee acts out of classification shall be paid based on the employee's normal rate, not the acting rate.

Acting out classification only pertains to a firefighter acting out of rank in the capacity of a lieutenant. Lieutenants shall not receive acting out of classification compensation in the event they are detailed to fire station 1 in the absence of a captain.

Section 16.03 Shift Exchange

Shift trades are privileges that shall not interfere with the operations of the Fire District or result in any cost to the District. Any employee may be granted a shift trade if approved, with full normal pay, for any working day(s) on which that employee is able to secure another employee of comparable status to work in his/her place. Shift exchange requests may only occur with the bargaining unit or contract member of the same rank. At no time, will a shift exchange cost financial hardship to the district

Requests for shift trade will be made using Fire Manager. The trade notification form must be accepted by both participating employees and submitted for approval by a shift officer no fewer than twenty-four (24) hours prior to the trade time, except in cases of emergency. All trades of more than four (4) hours shall be completed in Fire Manager. Probationary employees shall be allowed to switch duty shifts with other employees. However, their trades will be restricted to a maximum of 24 hours per month. If additional time is needed extra time may be approved by the Fire Chief or his designee on a case by case basis.

The employee agreeing to trade shifts with another employee shall be responsible to work the day, find another employee to cover the shift, or he/she shall have the equal number of sick leave hours deducted from his sick leave bank to cover any overtime caused by the trade. If an employee who is scheduled to

work a shift trade suffers a non-duty-related illness or injury while on shift, that employee's sick leave will be used, and the employee shall not be responsible for finding coverage for the shift. If an employee who is scheduled to work a shift trade suffers a duty-related illness or injury, neither employee involved in the approved shift trade shall be responsible to work or find coverage for the remainder of the shift.

Section 16.04 Quartermaster

All initial uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished by the District without cost to the employee.

Employees are required to wear regularly and continuously maintain prescribed items of uniform clothing and personal equipment. Employees are expected to maintain their uniforms in clean and repaired condition.

At time of hire, the candidate will be issued, at the cost of the District, the following items:

Station Uniform

- One (1) class “B” navy blue blouse short sleeve shirt
- Three (3) navy blue uniform t-shirts with fire district logo
- Three (3) navy blue class “C” polo shirts with fire district logo
- Three (3) trousers
- One (1) belt
- Two (2) navy blue job shirts with fire district logo
- One (1) pair of approved pair of uniform boots/shoes
- One (1) baseball cap with fire district logo
- One (1) winter cap with fire district logo
- One (1) winter coat with fire district insignia and American flag insignia
- One (1) district badge
- One (1) name tag
- One (1) set of firefighter collar insignia

Structural Firefighting and Rescue Gear

- One (1) NFPA compliant helmet with shield
- One (1) NFPA compliant bunker coat
- One (1) NFPA compliant bunker pant
- One (1) NFPA compliant bunker boots
- Two (2) NFPA compliant firefighting gloves
- Two (2) NFPA compliant firefighting hoods
- One (1) NFPA compliant extrication/rescue gloves
- One (1) pair ANSI compliant safety eye protection
- One (1) SCBA face piece

An SCBA face piece, with frames if needed, will be supplied to all employees. Those employees who wear eyeglasses will be responsible for installing their own prescription lenses in these SCBA face pieces.

At the end of probation, the candidate will be issued, at the cost of the District a class “A” uniform ensemble to include:

- One (1) class “A” navy blue blouse long sleeve shirt
- One (1) trouser

- One (1) belt
- One (1) tie and clasp
- One (1) class "A" hat and badge
- One (1) pair of shoes
- One (1) name tag
- One (1) district badge
- One (1) class "A" jacket

Employees who may be promoted and require a uniform change due to such promotion shall have such changed uniform parts exchanged by the District to include:

- One (1) class "B" white blouse short sleeve shirt
- Three (3) grey uniform t-shirts with fire district logo
- Three (3) grey class "C" polo shirts with fire district logo
- Two (2) grey job shirts with fire district logo
- One (1) district badge
- One (1) name tag
- One (1) set of identified rank collar insignia
- One (1) class "A" white blouse long sleeve shirt
- One (1) class "A" hat and badge
- One (1) name tags
- One (1) district badge
- One (1) helmet shield

The District agrees that changes to the uniform presently being worn will be paid for by the District.

All clothing must be replaced through the Quartermaster or person assigned by the Fire Chief or his designee. Any request for uniform replacement shall be presented to the Quartermaster. The Quartermaster will consider replacement of clothing damaged following routine wear or incident on a case-by-case basis. The Quartermaster will complete purchase orders for the specified uniform item to be exchanged.

All uniform items, whether purchased by the District, or the individual, shall conform to the uniform regulations of the fire protection District. Special insignias or logos must have approval from the Fire Chief to be displayed on uniform item. Any uniform item bearing the approved insignia or logo must follow the same uniform specification as designated by the Quartermaster.

Turnout/emergency gear will be purchased by and remain the property of the District. Items purchased by the individual shall conform to the turnout/emergency gear regulations of the District. Use of such items shall be subject to the sole discretion of the Chief or his designee.

Upon termination of employment for whatever reason, all items of clothing, badges, etc. purchased by the District shall be returned to the District or the appropriate department representative. If requested, a receipt will be issued for items returned.

Section 16.05 Permanent Assignments and Transfers

The Chief or his designee shall give 30 calendar days notice, if possible, if an employee is to be moved to a different shift. Transfers are to take place in such a way that no employee is forced to work more than 24 hours in a 72-hour period. Any hours worked in excess of 24 hours in the 72-hour period shall be paid at 1½ times the employee's basic hourly rate.

Section 16.06 Fire Commission

All full-time, non-contract employees hired to perform bargaining unit work shall be hired pursuant to the Illinois Fire Protection District Act (70 ILCS 705/1 et seq.). This Section is not intended to exclude part time or contract employees.

Section 16.07 Residency

Employees of the fire district may reside in Illinois or contiguous state.

ARTICLE 17 PARAMEDICS

Section 17.01 Training

Training of the members of the District participating in the program shall normally take place during regular duty hours. Where mandatory training activities are scheduled at a time when a participant is not regularly scheduled to work, such training shall be treated as overtime and compensated in accordance with Overtime Provision(s) of this Agreement. Participants may also enroll in additional educational courses and seminars offered by outside agencies to enhance their skills as Paramedics and receive compensation for course expenses, where enrollment is at the sole discretion of the Chief or his designee.

Section 17.02 Liability Coverage

The District shall provide complete liability coverage for firefighters operating within the scope of their employment as Paramedics.

ARTICLE 18 RULES AND REGULATIONS

Section 18.01 Rules and Regulations

Employees shall be required to comply with all rules and regulations, policies and procedures of the District. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with or is inconsistent with the terms of this Agreement, it is agreed that the employees will comply with the rule, regulation, policy or procedure upon the direction of the supervisor and any dispute over the matter will be resolved through the grievance procedure.

Section 18.02 New Rules

New or revised rules and orders having the effect of changing a rule or regulation may be established from time to time by the District. The District agrees to notify the Union in advance of promulgating or implementing any new or revised District ordinances, rules or regulations, or Board of Fire Commissioners rules and regulations, which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act. Where practical, notice shall be afforded at least seven (7) calendar days in advance of the proposed effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

ARTICLE 19 INSURANCE

Section 19.01 Hospitalization and Major Medical Insurance

The District agrees to provide the current hospitalization and medical coverage for the employees and their dependents as well as a dental and vision plan. All full-time regular and probationary employees are entitled to group medical insurance coverage, as approved by the District. PPO and HMO options for coverage shall be made available. Dependent coverage shall be made available. Dependents include the employee's spouse and children under the age of twenty-six (26) or up to age thirty (30) if the dependent meets certain military service requirements pursuant to Public Act 95-0958. Coverage begins the date of hire, subject to limitations set forth by the District's insurance carrier.

Employee costs shall be deducted by payroll deduction. The annual employee contributions shall be made in 24 equal amounts over a total of 24 pay periods. All bargaining unit members shall pay 20% and fire district shall pay 80% of the premium amounts set forth in accordance with the provider contract for health insurance and dental insurance coverage and vision insurance coverage.

The extent of coverage under the insurance policies (including HMO 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 failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation undertaken under this Agreement. 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, any employee or beneficiary of any employee.

The District retains the right to change insurance carriers, HMOs or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are similar to those in effect as of the date of the insurance plan changeover.

Section 19.02 Cost Containment

The District reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains similar. 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, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures, provided that the District shall provide a notice to the Union of thirty (30) calendar days prior to any change in insurance.

The District retains the right to change insurance carriers, HMOs or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are similar to those in effect as of the date of the insurance plan changeover.

Section 19.03 Terms of Policies

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

Section 19.04 Life Insurance

The District agrees to provide, at no cost to the employees, term life insurance for all bargaining unit members in the face amount of not less than \$50,000.00. Terms of the life insurance are referenced in Appendix H – Life Insurance Benefit Schedule.

Section 19.05 Firemen’s Continuation Privilege

Any insurance policy provided by the District shall include an option for continued coverage under the Firemen’s Continuation Privilege as required by 215 ILCS 5/367f.

ARTICLE 20 VACANCIES AND PROMOTIONS

Section 20.01 Promotion to the Ranks of Lieutenant and Captain

Promotions to the rank of full-time Lieutenant shall be conducted in accordance with the provisions of applicable state law (50 ICLS 742 of the Fire Department Promotions Act (hereinafter the "Act") and 70 ILCS705/16.01 et seq.) and the provisions of this Article, which is agreed by the parties to supplement the discretionary authority provided under applicable state law.

Section 20.02 Vacancies

A vacancy in the rank of Lieutenant or Captain shall be deemed to occur on the date upon which the position(s) is/are vacated, provided that the position(s) continues to be funded and authorized by the District. If the District should add position(s) to the budget, the position(s) shall be treated open based upon the date funded in the adopted budget. If a vacated position(s) is/are not filled due to the lack of funding or authorization, and is/are subsequently reinstated, the final promotion list shall be continued in effect until all positions that were vacated and not filled due to the lack of funding or authorization have been filled, or for a period of up to 5 years beginning from the date on which the position was vacated.

Section 20.03 Eligibility Requirements

The examination process for promotion shall be competitive among the rank of members who meet the following eligibility requirements. All eligibility requirements must be met as of the date the application is due.

- A. Firefighters who have served a minimum of five (5) years as a full-time Firefighter/Paramedic with the Channahon Fire Protection District, including probation.
- B. An Advanced Fire Fighter as certified through the Illinois State Fire Marshal's Office.
- C. Fire Officer I (provisional status accepted) or Basic Company Officer as certified through the Illinois State Fire Marshal's Office, or obtain this certification within one year of promotion. The fire chief is authorized to demote any promoted lieutenant who does not meet this requirement.

Captain

- A. Lieutenants who have served a minimum of three (3) years as a full-time Lieutenant/Paramedic with the Channahon Fire Protection District.
- B. Fire Officer II or Advanced Company Officer as certified through the Illinois State Fire Marshal's Office.

Section 20.04 Application to Be Tested

- A. The posting of the testing process by the Board of Fire Commissioners (BFC) shall include a date and time by which the applicant who wishes to be tested shall have submitted an application in person to the Fire Chief or his designee, or by certified mail addressed to the Fire Chief. (Any application submitted by certified mail must be received by the date specified in the posting.) This posting shall be made no less than sixty (60) calendar days prior to the deadline for submitting the application, and shall include a copy of the application form. The form provided by the District shall be officially received, signed and date-stamped. A copy will be made available to the applicant.
- B. No applications shall be received after the closing date and time specified in the posting. Failure to submit such form by the closing shall preclude any consideration to the testing process.

Section 20.05 Components, Weighting and Order of Testing

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 placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following 5 components weighted as specified:

- Subjective Components* 40%
- Written Examination 30%
- Seniority 10%
- Ascertained Merit 10%
- Chief's Points 10%

*The Board of Fire Commissioners may conduct the Subjective Component entirely through an assessment center or it may conduct a portion of the Subjective Component equal to 5% of the total rating factor through oral interviews.

The Union and District have established the following order of testing to be applied to both promotional ranks during a promotional process:

1. Written Examination*
2. Seniority
3. Ascertained Merit
4. Chief's Points
5. Subjective Components: Assessment Center & Fire Commissioner's Interview

*Candidates must meet or exceed a score of 70% on the written test to be eligible to proceed with the promotional evaluation components. If a candidate does not meet the 70% minimum, they shall be disqualified from further participation. In the event a candidate does not achieve the minimum score, the union will be notified.

Section 20.06 Candidate Withdrawal

If a candidate wishes to withdraw from the promotional process, he may do so prior to the final posting by notifying the Fire Chief in writing. After receipt of the request the candidate's name will be removed from any posting in regard to the promotion.

Section 20.07 Test Components

- A. Written Examinations. The test shall consist of between 100 and 150 questions relevant to the Lieutenant or Captain's position. Such questions shall not be disclosed to any of the participants.
- B. Seniority Points. All members challenging the exam shall be awarded one-half point for each year of full time service on the department up to 20 years, for a maximum of 10 points.
- C. Ascertained Merit. Ascertained Merit points shall be awarded based on the categories and points listed in Appendix D.

Points for each ascertained merit category shall be added together and candidates shall be awarded 10% of their total ascertained merit points to coincide with the 10% rating factor allotted to ascertained merit.

- D. Chief's Points. The Fire Chief or his designee shall award up to a maximum of 10 points. In awarding Chief's Points, the Fire Chief or his designee may consider, however will not be bound to award specified points based on the following criteria:

Teamwork – treats co-workers fairly and equally; has patience and understanding with others; shows enthusiasm for the job; leads by example.

Leadership – is punctual; can always be counted on; is respected by peers; is always prepared; always considers safety of self and others; is steady and conscientious; behaves in a mature manner.

Emergency Performance – demonstrates knowledge and understanding of current job requirements; is committed to learning and training; is willing to help others improve their performance.

Ethics and Values – shows devotion to duty; demonstrates loyalty to the District; shows respect to superior officers; presents oneself well in public and communicates well.

- E. Subjective Components. Each candidate will be required to participate in impartial evaluation components for each rank using an assessment center with components mutually agreed upon by the union and the district. The components should measure specific capabilities that pertain to essential functions of the tested rank. The assessment center may award up to 100 points. In addition, each candidate will be subject to an interview conducted by the Board of Fire Commissioners. The Board of Fire Commissioners interview may award up to 5 points. Points for these subjective component categories shall be added together and candidates shall be awarded their total subjective component points to coincide with the 40% rating factor allotted to the subjective component.

Section 20.08 Scoring of Components, Establishment of Promotional List

Each component of the test shall be converted to a scale of 100 points. The component scores shall then be reduced by the weighting factors assigned to the component on the test, and the weighted scores of all components shall be added to produce a possible total score of 100 points. All categories shall be completed before a total score is computed. Candidates must meet or exceed a score of 70% on the written test to be eligible to make the promotional list. Such ranking shall constitute the preliminary promotional list. Candidates shall be placed on a list in the order based on the highest to lowest total weighted scores achieved on all components of the test. Whenever two (2) or more candidates receive the same score, priority shall be given to the person who has the most seniority.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the District may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under the Fire Department Promotion Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be posted in both stations and the administration building, and copies shall be provided to the Union and all candidates.

Section 20.09 Order of Selection

The promotional list shall rank candidates in the order of their overall composite scores, with the candidate with the highest point total ranking first. Whenever a promotional rank is created or becomes vacant 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 that position the person with the highest ranking on the final promotion list for that rank. If that person declines the promotion the next highest on the list will be offered the promotion. However, the appointing authority shall have the right to pass over the highest ranking 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 reasons for its decision to select the next highest person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, 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 contained in this Agreement.

Section 20.10 Duration of Final Promotional List

Final eligibility lists for Lieutenant and Captain shall be effective for a period of three (3) years from the date of the final posting. The District shall take all necessary steps to ensure that the BFC maintains in effect a current eligibility list so that promotional vacancies are filled not later than one hundred eighty (180) calendar days after the occurrence of the vacancy.

Section 20.11 Monitoring of the Testing Process

All aspects of the promotion process, including without limitation the administration, scoring and posting for written examination and subjective evaluation and determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review.

The Union and the District may elect to appoint up to two (2) impartial observers, not currently participating in the test.

Section 20.12 Right of Review

Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or application of military preference points shall be entitled to a review of the matter by the BFC or as otherwise provided by law. Such a review request must be made within seven (7) calendar days of the final posting.

ARTICLE 21 SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE 22 GUARANTEE OF TERMS

The District agrees that this Agreement shall be immediately submitted to its Legislative Body for ratification and concurrent adoption in ordinance form pursuant to the municipality's legislative authority. Such action by the Legislative Body shall commit the municipality to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

ARTICLE 23 DURATION AND RENEGOTIATIONS

Section 23.01 Duration and Notice

This Agreement and each of its provisions shall be effective as of its signing and shall continue in full force and effect from January 1, 2023 until December 31, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than one-hundred twenty (120) nor less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify this Agreement.

Section 23.02 Negotiations

In the event that such notice is given, negotiations shall begin no later than thirty (30) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations until agreement is reached so long as the Union remains the exclusive bargaining agent for the employees covered by this Agreement.

Section 23.03 Impasse Resolution

In the event that disputed items cannot be resolved during the negotiations period, either party may invoke its rights under Section 14 of the Illinois Public Labor Relations Act.

Section 23.04 Ratification and Enactment

- A. If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period (Section 21.2), the following procedure shall apply:
 - 1) The agreement will first be presented to the Union membership with the Union's Executive Board's recommendation for ratification.
 - 2) Within a reasonable period following ratification by the Union membership, the agreement shall be submitted to the District's Board of Trustees, with the District Bargaining Team's recommendation for approval of all items tentatively agreed upon
 - 3) In the event the District's Board of Trustees should reject the recommended agreement, the parties shall meet again within a reasonable time after rejection to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for the rejection; but either party may thereafter invoke arbitration in accordance with Section 24.03 of this Article.
- B. The District agrees to adopt this Agreement, negotiated or arbitrated, in ordinance form, pursuant to its legislative authority. Such action by the District shall commit the District to enact no subsequent ordinance, executive order or rules or regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

ARTICLE 24 ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the District. This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining, (except as specifically provided for in this Agreement), for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement that each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement and each of its provisions shall be effective as of its signing and shall continue in full force and effect from January 1, 2023 until December 31, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than one-hundred twenty (120) nor less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, this 13th day of October, 2022.

FOR THE UNION:
Channahon Professional Firefighters Association,
IAFF Local #4681

FOR THE DISTRICT:
Channahon Fire Protection District

APPENDIX A: PROCESSING FAIR SHARE OBJECTIONS

Section A.1 FILING AN OBJECTION:

An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail post-marked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

Section A.2 REVIEW STEP ONE:

Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.

Section A.3 REVIEW STEP TWO:

Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency.

Section A.4 SEGREGATED FUNDS:

Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause to direct the contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.

Section A.5 REBATES

In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the District to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

APPENDIX B: WAGE AND SALARY SCALE

Salary Schedule by Rank				
	1/1/2023-12/31/2023	1/1/2024-12/31/2024	1/1/2025-12/31/2025	1/1/2026-12/31/2026
Captain	\$ 109,708.50	\$ 111,903	\$ 114,141	\$ 116,994
Lieutenant	\$ 100,650.00	\$ 102,663	\$ 104,716	\$ 107,334
FF/Medic	\$ 91,500.00	\$ 93,330	\$ 95,197	\$ 97,577

Salary Schedule for Firefighter/Paramedic				
Start	\$ 68,625.00	\$ 69,998	\$ 71,397	\$ 73,182
1 Year	\$ 73,200.00	\$ 74,664	\$ 76,157	\$ 78,061
2 Year	\$ 77,775.00	\$ 79,331	\$ 80,917	\$ 82,940
3 Year	\$ 82,350.00	\$ 83,997	\$ 85,677	\$ 87,819
4 Year	\$ 86,925.00	\$ 88,664	\$ 90,437	\$ 92,698
5 Year	\$ 91,500.00	\$ 93,330	\$ 95,197	\$ 97,577

- Starting.....75% of Current Year 5 Year Salary
- 1 Year.....80% of Current Year 5 Year Salary
- 2 Years.....85% of Current Year 5 Year Salary
- 3 Years.....90% of Current Year 5 Year Salary
- 4 Years.....95% of Current Year 5 Salary
- 5 Years.....100% of Current Year 5 Salary

APPENDIX C: ASCERTAINED MERIT CRITERIA

Ascertained Merit points shall be awarded in the three categories listed below. Each category is valued as follows: Category 1 equals up to 35 (thirty-five) points, Category 2 equals up to 32 (thirty-two) points, and Category 3 equals up to 33 (thirty-three) points.

Category 1: 35 (thirty-five) points maximum: Illinois State Certifications, each item valued at 2.5 (two-and one-half) points.

Fire Officer I, either Certified or Provisional for Lieutenant candidates only

Fire Officer II, either Certified or Provisional

Chief Fire Officer, either Certified or Provisional

Fire Service Instructor III

Fire Prevention Officer I

Juvenile Fire Setter Intervention Specialist

Public Fire and Safety Educator II

Public Fire and Safety Educator III

Fire Investigator

Arson Investigator

Fire Inspector II and Plan Examiner

Fire Inspector III and Plan Examiner

Fire Service Safety Officer

HAZMAT Technician A

HAZMAT Technician B

Rescue Specialist- Confined Space Operations

Rescue Specialist- Confined Space Technician

Trench Operations

Trench Technician

Rescue Specialist - Vertical I (or Rope Operations)

Rescue Specialist- Vertical II (or Rope Technician)

Structural Collapse Operations

Structural Collapse Technician

Vehicle & Machinery Operations

Vehicle & Machinery Technician

IDPH EMT-Paramedic

IDPH EMS Instructor

ICS 300 & 400 (Both must be successfully completed to receive credit)

Open Water Diver

Swiftwater Technician

Watercraft Technician

Ice Diver

Surface Ice Rescue Technician

Water Rescue Operations

Surface Ice Diver

ERDI Diver

Category 2: 32 (thirty-two) points maximum: Course Work in Applicable Subjects and Skills Related to the Fire Service.

Points allocated as follows for each recognized event or occurrence: (one) point for each recognition attained during the three-year period prior to the date of examination. All recognitions prior to the three-year period shall be calculated at $\frac{1}{2}$ point each. Recognitions consist of documentation or certificate describing the activity delivered by a local, state, and/or nationally recognized association or organization providing appropriate and applicable fire service or EMS-related training and education.

Category 3: 33 (thirty-three) points maximum: Highest Formal Education.

Associates Degree in fire service-related field:	11 points
Bachelor Degree in fire service-related field:	22 points
Master's Degree in fire service-related field:	33 points

Each level is cumulative for up to 33 points.

APPENDIX D: STIPENDS

The Fire Chief may appoint personnel at his discretion to fill various roles as needed by the District. Personnel appointed to these positions will receive the following stipends:

EMS COORDINATOR: The employee designated by the Fire Chief as the District's EMS Coordinator shall receive an annual stipend in the amount of \$3,500, to be paid equal sums over each of twenty-six (26) bi-weekly pay periods.

RESPIRATORY PROTECTION/MAINTENANCE MANAGER: The employee designated by the Fire Chief as the District's Respiratory Protection & Maintenance Manager shall receive an annual stipend in the amount of \$500, to be paid equal sums over each of twenty-six (26) bi-weekly pay periods.

QUARTERMASTER: The employee designated by the Fire Chief as the District's Quartermaster shall receive an annual stipend in the amount of \$500, to be paid equal sums over each of twenty-six (26) bi-weekly pay periods.

APPENDIX E: 7G WORK AGREEMENT

Special Assignment 7(g) Agreement

This Agreement is made pursuant to the statutory provisions of Section 7(g) of the Fair Labor Standards Act, 29 U.S.C. 207(g)(2), between the Channahon Fire Protection District and _____ (“Employee”). In consideration of the mutual covenants, undertaking and agreements hereinafter made, the parties agree as follows:

1. Employee is employed by the District in the position of _____.
2. At times, at their own free will, or as scheduled by the Fire Chief or his designee, the Employee may work in a capacity for the District in the following positions:
 - EMS
 - Training
 - Risk Reduction Activities
 - Infrastructure Maintenance
 - Fleet Maintenance

In these cases, Employee is paid at the rate set forth for the above positions as indicated in Section 5.10 of this agreement.

3. The parties agree that all hours worked by the Employee in the capacity described in Paragraph 2 will be paid at the “7G Rate” specified for the work described in Section 5.10 of the Collective Bargaining Agreement.

Agreed this ____ day of _____, 20__.

Employee Signature

Fire Chief Signature

Employee Printed Name

Fire Chief Printed Name

APPENDIX F: Pension Code Article IV Reference Language

The following defines pensionable salary components and applications of the pension rules:

Article 4, Illinois Pension Code, Section (d) reads:

“(d) ‘Salary’ means the annual salary, including longevity, attached to the firefighter's rank, as established by the municipality appropriation ordinance, including any compensation for overtime which is included in the salary so established, but excluding any ‘overtime pay’, ‘holiday pay’, ‘bonus pay’, ‘merit pay’, or any other cash benefit not included in the salary so established.” (Emphasis added.) 40 ILCS 5/4–118.1(d) (West 2012).

Further, section 4402.30 of the Illinois Administrative Code defines salary as:

“Salary, for purposes of this Part, means any fixed compensation received by an employee of a municipality that participates in one of the pension funds established under Article 3 or 4 of the Illinois Pension Code, which has been approved through an appropriations ordinance of the municipality.” (Emphasis added.) 50 Ill. Adm. Code 4402.30 (1996).

APPENDIX G: Life Insurance Benefit Schedule

The following summarizes the life insurance benefits as provided by the fire district:

Life and AD&D Insurance

Benefit Schedule	Flat \$50,000
Guarantee Issue	Full Benefit
AD&D Benefit	Matches Life Benefit
Age Reduction Schedule	To 65% at age 65
	To 50% at age 70
	To 35% at age 75
Employer Contribution	100%
Minimum Participation	100%

Life Highlights

Waiver of Premium	Eligible to age 60
	Waived to age 65
Conversion	Included
Portability	Included
Repatriation Benefit	Included
Travel Assistance	Included
Life Services Toolkit	Included

AD&D Highlights

Loss of Life	100%
Loss of both hands, or both feet, or sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of sight of one eye and either one hand or one foot	100%
Loss of one hand or one foot	50%
Loss of sight of one eye	50%
Seat Belt Benefit	AD&D benefit package up to \$10,000
Air Bag Benefit	AD&D benefit package up to \$5,000
Family Benefits Package	Included
Portability	Included
Line of Duty Benefit	AD&D Benefit payable up to \$50,000