

AGREEMENT

Between

THE PROSPECT HEIGHTS FIRE PROTECTION DISTRICT

And

TEAMSTERS LOCAL 700

2022 – 2024

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ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition

The Prospect Heights Fire Protection District, hereinafter referred to as the “Fire District” recognizes Teamsters Local 700, hereinafter referred to as the “Union” as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit, as recognized by the Board on March 25, 2014, in Case No. S-RC-14-081:

Included: All full-time employees of the Prospect Heights Fire Protection District in the following classifications: Firefighter/Paramedic; Lieutenant/Paramedic.

Excluded: All other Prospect Heights Fire Protection District employees, including, but not limited to all part-time employees, paid on call employees, the Fire Chief, Deputy Chiefs, and Battalion Chiefs, as well as all other managerial, supervisory, confidential, professional and short-term employees, as defined by the Illinois Public Labor Relations Act, as amended.

Section 2. Union’s Duty of Fair Representation

The Union further agrees to indemnify, defend and hold harmless the Fire District and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 3. Dues Deduction

While this Agreement is in effect, the District will deduct an equal amount of Union dues for each employee in the bargaining unit who has filed with the District a voluntary, effective checkoff authorization as provided by the Union. The amount of dues checked off shall be equal to two and one-quarter hours’ (2.25 hours) straight time pay for each employee per month, divided equally between the employees’ two paychecks, such amount to be determined initially upon the signing of this Agreement and thereafter once a year on a date determined by the Union. The Union will give the District thirty (30) days’ notice of any such change in the amount of uniform dues to be deducted. Once the dues checkoff amount has been determined for each employee each year, it shall not be further increased. Dues shall be remitted to the Union by the 10th day of the month following deduction. A Union member desiring to revoke the dues checkoff shall do so in accordance with State law.

The District shall provide the Union, within 30 days, the name, address, classification, rate of salary, and starting date of any new employee hired into the Union’s bargaining unit.

Section 4. Local 700 Indemnification

Local 700 shall indemnify, defend and save the District harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the District in complying with the provisions of this Article.

ARTICLE II

DISCIPLINE

Section 1. Standard

The Fire District may discipline only for “just cause.”

Section 2. Issuance and Appeal of Discipline

The Fire Chief shall have authority to issue all discipline without filing charges with the Board of Fire and Police Commissioners. The sole method for appealing disciplinary decisions shall be through the grievance-arbitration provisions of this contract provided, however, that oral reprimands and written warnings may only be appealed to Step 2 (Fire Chief) and no further.

Section 3. Documentation to the Union

A copy of all suspension and discharge notices shall be provided to the Union President upon request.

Section 4. Investigatory Representation

In an investigatory interview which an employee reasonably believes might result in discipline, the employee is entitled to have union representation upon request of the employee.

Section 5. Statutory References

The District agrees to abide by the provisions of the Fireman’s Disciplinary Act and the Illinois Records Review Act, but said Acts shall not be incorporated herein by reference.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is any dispute or difference of opinion between the Union or an employee covered by this Agreement and the Fire District, with respect to the meaning, or application of the express provisions of this Agreement.

Section 2. Steps In Grievance Process

Step 1 - Recognizing that any grievance should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the first event giving rise to the grievance or the date that the Union or a bargaining unit employees becomes aware of the event or reasonably should have become aware. The employee or the Union shall submit a written grievance for each specific incident and shall relate the date and time of the incident, the specific violations and facts relating to the incident, and the relief sought by the employee. The grievance shall be submitted within the time limits set forth above, and filed with a Deputy Fire Chief, unless mutually agreed, in writing, to initiate the grievance at a higher level in the process. The Deputy Fire Chief shall be responsible for making inquiry into the facts and circumstances of the grievance, and providing the employee with a written decision within fourteen (14) calendar days of receipt of the written grievance.

Step 2 - If the grievant is not satisfied with the decision of the Deputy Fire Chief, the written grievance may be appealed to the Fire Chief, within fourteen (14) calendar days of receipt of the Deputy Fire Chief's written decision. The Fire Chief or his designee shall provide the grievant with a written decision within fourteen (14) calendar days of receipt of the grievance.

Step 3 - Arbitration. If the grievance is not settled in Step 2 and the grievant wishes to appeal the grievance from Step 2 of the grievance procedure, the grievant may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the Fire District's written answer as provided to the grievant at Step 3:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. Upon request, each party shall submit the names of at least three (3) potential arbitrators. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the party seeking arbitration shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators who are residents of Illinois, Indiana, or Wisconsin, and who are members of the National Academy of Arbitrators. The joint request must be filed within seven (7) calendar days of the attempt to agree on an arbitrator. The party requesting arbitration shall pay the cost of the arbitration panel. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party rejecting the panel shall pay the cost of the new panel. Both the Fire District and the Union shall have the right to strike two (2) names from the panel. Both

the Fire District and the Union shall alternately strike names from the panel. The parties shall toss a coin to determine who shall strike first. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and Fire District representatives.

(c) The Fire District and Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Fire District and Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Fire District and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3. Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law unless otherwise superseded by this Agreement. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Fire District under law and applicable court decisions unless otherwise superseded by this Agreement. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 4. Union Grievance Processing

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees, setting forth with specificity the name(s) of the employee(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure. The resolution of a grievance filed on behalf of one or more firefighter shall be applicable to all firefighters within a group.

Section 5. Extensions of Time

Extensions for additional time may be requested in writing by either party through the process, and if mutually agreed upon, shall be granted.

Section 6. Late Fire District Response

If the Fire District fails to respond according to the time frames set forth above, the employee may immediately appeal to the next step in the procedure.

Section 7. Late Filing or Late Appeal

No grievances shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The parties agree that the “continuing violation” doctrine may not be used to process an otherwise untimely grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department’s last answer.

Section 8. Exclusivity of Grievance Procedure

The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Management Rights

It is understood and agreed that the Fire District possesses the sole right and authority to operate and direct the employees of the Fire District and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Fire District prior to the execution of this Agreement, except as otherwise specifically provided for in this Agreement. These rights include, but are not limited to: the right to determine its mission, policies, and to set forth all standards of service offered to the public; to plan, direct, control and determine the means and operations or services to be conducted by employees of the Fire District; to determine whether work will be performed by bargaining unit employees or by other employees and resources; to determine the places, methods, means, and number of personnel needed to carry out the department's mission; to schedule and assign work, regular days off, vacation, personal days, compensatory time, or any leave affecting fire department operations; to direct the working forces; to schedule and assign regular overtime, call back overtime and court overtime; to hire, assign or transfer employees within the department and/or other Fire District departments and to assign special duties or other fire or EMS-related functions; to promote, suspend, discipline or discharge employees; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons; to make, publish and enforce rules and regulations, procedures, directives and policies; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to establish work, productivity and performance standards; to evaluate performance and productivity and establish rewards or sanctions for various levels of performance; and to take any and all actions as may be necessary to carry out the mission of the Fire District in situations of civil emergency as may be declared by the President of the Board of Trustees, Fire Chief, or Acting Fire Chief. It is the sole discretion of the President of the Board of Trustees, the Fire Chief, or the Acting Fire Chief to determine that civil emergency conditions exist, which may include but are not limited to riots, civil disorders, tornado conditions, floods or other similar catastrophes.

Section 2. Right to Budget

The President and Board of Trustees have sole authority to determine the purpose and mission of the Fire District and the amount of budget to be adopted thereto. Absent emergency, this provision shall not affect the obligation to pay bargaining unit employees as are employed from time to time during the term of this Agreement.

ARTICLE V

SECONDARY EMPLOYMENT

All bargaining unit employees who wish to engage in secondary employment may do so only pursuant to the provisions of the Fire District's policies which apply generally to full-time employees of the Fire District, which may be modified from time-to-time.

ARTICLE VI

SENIORITY, LAYOFF AND RECALL

Section 1. Seniority

Seniority shall be based on the length of time from the date of beginning continuous full-time employment as a sworn or commissioned firefighter in the Fire District. Seniority shall accumulate during all authorized paid leaves of absence. If more than one person is hired on the same day, conflicts of seniority shall be determined on the basis of the order of the employees on the District's hiring eligibility list, with the employee higher on the applicable list being more senior.

Section 2. Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of twelve (12) months. The District may extend an employee's probationary period upon mutual agreement of the District, the employee involved, and the Union. Time spent in periods of outside training in excess of two weeks, absent from duty, or not served for any reason shall not apply toward satisfaction of the probationary period, except for paid sick leave. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the Fire District. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire Commissioners to contest such a suspension, layoff or termination. Furthermore, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, a full-time employee shall acquire seniority which shall be retroactive to his last date of hire with the Fire District in a position covered by this Agreement

Section 3. Seniority List

The Fire District shall post in January of each year on a bulletin board at each Fire District-owned station a seniority list containing the seniority dates for employees covered by this Agreement. A copy of the seniority list shall be delivered to the Union President. Any objection to a seniority list shall be reported to the Fire Chief within twenty (20) calendar days after receipt by the Union President or said list shall stand approved for that year.

Section 4. Layoffs

If the District decides that it may need to layoff bargaining unit employees, the District shall notify the Union of that decision. The Union may request to bargain over the decision within ten (10) calendar days of the notice.

The parties agree that negotiations over the District's decision shall be concluded within thirty (30) calendar days of the Union's demand to bargain. If the parties have not voluntarily resolved their negotiations, the parties may request interest arbitration pursuant to Section 14 of the Act, except that the parties agree that the Arbitrator must agree to complete the hearing

within thirty (30) days of his appointment and that he will issue an oral decision at the conclusion of the hearing. The parties agree that during the pendency of the interest arbitration proceedings, the District may implement its final offer regarding the issue of layoffs, provided that the District agrees that if the Arbitrator awards a different proposal in interest arbitration the District shall award backpay to any affected employees.

When a layoff occurs, the District will provide the Union with the names of all employees to be laid off first; then employees shall be laid off in accordance with the applicable provision of the Illinois Fire Protection District Act. The bargaining unit employees with the least amount of seniority in the Fire District in the affected rank(s) shall be laid off first. Lieutenants shall be permitted to exercise their seniority to bump into the firefighters' classification.

Section 5. Recall

Employees who are laid off pursuant to the above section shall be placed on a recall list for a maximum period of eighteen (18) months following the date of layoff. Employees must maintain all required certifications in order to be recalled into a vacant position. If there is a recall, employees who are still on the recall list shall be recalled as provided in the Fire Protection District Act, 70 ILCS 705/0.01 et seq..

It shall be the responsibility of an employee on the recall list to provide the Fire District with an address to which a recall notice can be sent. Any employee who declines a recall under this Section or who fails to notify the Fire District of his intent to return to work within fourteen (14) calendar days after the notice of recall is mailed via certified mail to the address he provides shall have his name placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure.

Section 6. Effects of Layoff

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

- (a) Be paid for any earned but unused vacation days; and
- (b) Be permitted to remain in the Fire District's group insurance program at the employee's cost for a period of time not to exceed twenty-four (24) months from the effective date of layoff by paying in advance each month the full applicable monthly premium. The employee shall be responsible for all costs, such as insurance premiums, deductibles, co-pays, etc.

Section 7. Termination of Seniority

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

- (a) quits;
- (b) is discharged;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Fire District (other than a continuation of employment that the employee had prior to going on an approved leave of absence, unless that continuation of employment is inconsistent with the stated reasons for the leave);
- (e) falsified his employment application;
- (f) fails to report for work within seventy-two (72) hours after the conclusion of an authorized leave of absence unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- (g) is laid off and fails to notify the Fire District of his intent to return to work within fourteen (14) calendar days of mailing the notice of recall via certified mail;
- (h) is laid off for a period in excess of 18 months;
- (i) does not perform work for the Fire District (except for military service in accordance with state and federal law) for a period in excess of one year; or is absent for three (3) consecutive working days without notifying the Fire District.

ARTICLE VII

NO STRIKE, NO LOCKOUT

Section 1. No Strike

Neither the Union nor any of its agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, or any other intentional interruption or disruption of the operations of the District during the life of this Agreement. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Fire District. Such action will be subject to the grievance procedure solely for the purpose of challenging whether the employee was guilty of the alleged violation.

Section 2. No Lockout

The District will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 3. Penalty

The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

Section 4. Judicial Restraint

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

ARTICLE VIII

IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

ARTICLE IX

SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. Upon the request of either party, the District and Union shall begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE X

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Fire District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law 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.

ARTICLE XI

MISCELLANEOUS

Section 1. Bulletin Board

The Fire District shall permit the Union President or her/his designee to utilize one bulletin board in each fire station in an approved location readily visible to the Union members. In addition, the Union President or his designee can place Union materials in the mail boxes of members of the bargaining unit located on the Employer's premises.

Section 2. Visit By A Union Representative

Duly authorized Union business representatives will be permitted access at reasonable times to the premises of the District for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Fire Chief or his designee to enter and conduct their business so as not to interfere with District operations. If such approval is granted, the Fire Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided during regular business hours.

Section 3. Residency

Bargaining unit members shall maintain their domicile and bona fide place of residence within a one hundred and fifty mile radius of the Prospect Heights Fire Protection District. Any and all employees who violate the residency requirement may be discharged or otherwise disciplined by the Fire Protection District. Such action will be subject to the grievance procedure solely for the purpose of challenging whether the employee was guilty of the alleged violation.

Any employee who resides outside of Illinois shall be responsible for maintaining, at his own cost, a Class B CDL license. The employee shall provide every six months, at his own expense, an original (not copied or altered in any way) driver's abstract. If an employee allows his license to lapse or be suspended for any reason whatsoever, on the first occurrence he shall immediately be placed on an unpaid leave of absence not to exceed thirty (30) days so that he may obtain a valid CDL. If the employee does not obtain a valid CDL within (30) days, his employment shall be terminated without recourse to the grievance or arbitration procedures. If the employee's commercial driving privileges are restored within thirty (30) days, then the employee shall be subject to discipline or discharge for having allowed his driving privileges to have lapsed in the first instance. If any employee loses his CDL privileges a second time, the employee shall be immediately discharged with no recourse to the grievance arbitration procedures or any other forum to contest his discharge. Failure to report a suspension or loss of CDL driving privileges shall result in immediate termination of employment.

Section 4. Employee Security and Privacy

No family information (including an employee's home address and home telephone number) will be disclosed by the Fire District to the media or other non-law enforcement entities or individuals at any time during the term of this contract, unless the employee approves of such disclosures in advance of its release.

Section 5. Labor-Management Committee

At the request of the Union or the Fire District, a Labor Management Committee may meet to discuss matters of mutual concern that do not involve negotiations. The first meeting of each year shall be open to all bargaining unit employees, provided that their attendance does not interfere with the Department's operations. The Union may designate up to three bargaining unit employees to attend such meetings, and the Fire Chief may designate up to three Fire District employees to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting.

Section 6. Safety Committee

A safety committee composed of the Chief or his designee and up to two more people designated by the Fire Chief (three total, including the Chief) and up to three people designated by the Union shall meet for the purpose of discussing matters of mutual concern relating to safety issues. Safety committee meetings shall be held during the committee members' normal work hours. The safety committee may make written recommendations concerning safety issues to the Fire Chief, but such recommendations shall be advisory only. Recommendations for eliminating hazards and unsafe conditions will be promptly evaluated by the Fire Chief.

Section 7. Drive Authorizations and Deductions

While this Agreement is in effect, the Fire District will deduct from the paycheck of all employees covered by this Agreement voluntary contribution to DRIVE (Democratic Republican Independent Voter Education). Employees may cancel their DRIVE deductions at any time. DRIVE shall notify the Fire District of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all hours worked. The amount of the deduction may not be modified more than one time per calendar quarter. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Fire District shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and amount deducted from the employee's paycheck.

Section 8. Union Officers and Notification To The Union

For purposes of this Agreement, the term “Union Officer” shall refer to the duly elected representatives whose names and addresses shall be provided to the Fire District. All formal notifications to the Union shall be hand delivered to Union officers while they are on duty or emailed to the officers’ District email addresses.

Section 9. Rules and Regulations

The Fire District may adopt, change, or modify rules and regulations. The Fire District agrees to post or make available in the Department, a copy of its applicable rules and regulations where such rules and regulations exist in writing. The District shall notify the Union Business Agent of any such rule changes at least 14 days prior to their effective date. On request by the Union, the parties will meet and discuss such rules, but such discussions shall not have the effect of delaying implementation. Safety rules that will have a direct impact on firefighter safety may be implemented immediately, without the 14 day notification period. Following notification to the Union Business Agent, the Fire District shall notify bargaining unit members to changes to rules and regulations as they occur and shall include identification of the existing rule and a copy of the new and/or amended rule.

Section 10. Political Activity

Nothing shall prohibit any employee from exercising his full political rights to engage in political activities during his off-duty hours, including the right to petition, make speeches, campaign door to door, attend public meetings/hearings, and to run for public office.

Section 11. Retirement

The District agrees to adhere to all statutory obligations imposed by the Illinois Pension Code.

Section 12. Ratification and Amendment

Upon ratification first by the Union and then by the Fire District Board of Trustees, this Agreement shall become effective.

Section 13. Vacation Cancellation

If a Battalion Chief cancels a personal day with less than 72 hours’ notice, the Battalion Chief shall notify the affected shift by departmental email as soon as possible.

Section 14. Solicitation

The Union agrees that its officers, agents, affiliated organizations and members will not solicit merchants, businesses, residents or citizens located within the Prospect Heights Fire District for contributions or donations without the prior written approval of the Fire Chief.

Section 15. Gender of Words

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 16. Physical Examinations

Prior to an employee's return to duty following a layoff or leave of absence or if the District has cause to question an employee's fitness for duty, the District may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the District. If the District reasonably determines that an employee is not fit for duty based on the results of such examination(s), the District may place the employee on sick leave or disability, as the circumstances may warrant.

When in the judgment of the Fire Chief an employee's health or physical condition may have an adverse effect on the performance of his duties, or affecting safety or health of fellow employees or the public in general, the employee may be required to undergo a medical examination at the District's expense.

Section 17. Drug Testing

To ensure that employees can perform their duties without endangering themselves, District property or the public, employees must be free from illegal drugs and alcohol at all times when in the workplace, performing any work or job-related duties, or driving a District vehicle. This means that no detectable amount of alcohol, illegal drugs (illegal drugs includes legal drugs used without a valid prescription), controlled substances, or any combination thereof, can be present in the employee's system while on the job, either during the regularly scheduled workday, during performance of any overtime or during an emergency response. Many legal and illegal drugs used for recreational purposes may remain in the system for several days. Residual amounts of illegal drugs discovered in the system are included in this policy.

The sale, transfer, distribution, or possession of alcohol, illegal drugs, controlled substances, drug paraphernalia, or any combination thereof on any District premises or work sites (including District vehicles and any private vehicles parked on any District property or work sites) is prohibited and will not be tolerated. (This does not apply to items such as sealed alcohol purchased for home use and stored in a personal vehicle or legally prescribed or non-prescription medicine.) Employees do not have any expectation of privacy in their work areas, desks, computers, any District property, including but not limited to, lockers, storage areas, telephones, voice mail, or vehicles. The District may, at its discretion, search any District property at any time.

Any employee who is taking prescription or non-prescription medicine should notify his immediate supervisor if the product information or doctor or pharmacist warnings indicate that the substance may be reasonably expected to impair the employee's performance. Any precautions that should be taken as a result of the drug's use (i.e. should not drive or operate equipment, should avoid exposure to the sun, etc.) are to be furnished to the supervisor as well.

Employees with drug or alcohol problems, that have not resulted in an order to submit to a test, disciplinary action or positive testing results, may request approval to take a leave of absence up to one month (inpatient or outpatient) to participate in a rehabilitation or treatment program one time. Leave shall be granted if the employee agrees to the same District policies, rules and prohibitions relating to conduct in the workplace, and if granting the leave will not cause the District any undue hardship. Requests for such leaves shall be held strictly confidential and shall not be used in any manner adverse to an employee's interest except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current position. The employee may, however, be subject to random testing for a year following the successful completion of an employee assistance treatment program. The District's obligation to pay for treatment for an alcohol/substance abuse program shall be limited to services provided by the District's medical insurance plan in which the employee has enrolled. An employee shall be allowed to use all sick leave and vacation time off while attending a treatment program. If an employee is denied leave, he or she may seek recourse through the contractual grievance procedure.

Any information received by the District as a result of such a request for assistance shall not be used in any manner adverse to an employee's interests, except reassignment for reasonable time to restricted duties if the employee is deemed unfit for a duty in his current assignment. An employee voluntarily seeking assistance shall not be disciplined; except for failure to fulfill obligations under and employee assistance-treatment program.

Employees are required to submit to a test for the presence of drugs, narcotics or alcohol as outlined below:

- A. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol in violation of this policy. "Reasonable suspicion" includes
 1. reduced productivity
 2. observation of drug or alcohol use
 3. apparent drug or alcohol intoxication
 4. the smell of alcohol or marijuana
 5. slurred speech
 6. abnormal, careless or erratic behavior
 7. vehicle accidents
 8. a single accident inflicting damage to property
 9. high absenteeism
 10. other behavior inconsistent with previous performance

11. unnecessary use of force or other irrational behavior

12. deterioration in work performance as documented in the District's Reasonable Suspicion Checklist (Appendix A).

B. Where there is serious on-duty injury to the employee or another person, or

A. Where there is damage to District equipment in excess of \$1,000

B. Where there is property damage in excess of \$1,000

Prior to any testing, a Reasonable Suspicion Checklist should be completed by a supervisor or department head.

A drug test will be required as part of each routine physical examination and physical examination required for promotion or specialized assignment based on departmental or District policy, except as prohibited by law.

An employee will be subject to disciplinary action, up to and including immediate termination, as determined in management's discretion, when, test results positively indicate any of the following:

- The presence of illegal drugs or narcotics;
- The use of prescription drugs without a prescription;
- The abuse of any over-the-counter drug;
- The presence of alcohol.

Disciplinary action, up to and including immediate termination may result from an employee's refusal to submit to any of the following:

- A lawful drug or alcohol examination (interview, testing by lawful electronic devices, etc.);
- A search or inspection of the employee's personal property, vehicle, respective work area, storage area, and work sites located on District premises, facilities, and any other property owned by the District;
- A search or inspection of District-assigned vehicles or equipment;
- Physical testing (i.e., urine sample, blood sample, physical examination, sobriety examination, etc.).

Section 18. Legislative Changes

Should the Illinois General Assembly, the United States Congress, or any unit of local government other than the District enact legislation reducing or limiting the District's ability to raise or collect revenue to fund Fire Department operations, or should the District's EAV be reduced because of a change in the District's borders, the District may immediately reopen negotiations regarding any or all of the economic provisions of this bargaining agreement. Such negotiations shall be for the purpose of identifying cost reductions to offset the District's reduce revenue and shall be strictly limited to that purpose. Such reopener negotiations shall be subject to the impasse resolution procedures contained in Section 14 of the Illinois Public Labor Relations Act.

Section 19. Americans with Disabilities Act

The parties agree that the Fire District has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

Section 20. Conditions Of Employment Agreement

All newly hired bargaining unit employees shall be required to sign the "Conditions of Employment Acknowledgment Agreement," which may be modified from time to time.

Section 21. Shift Trades

Subject to the approval of the Chief or his designee, employees shall be permitted to trade duty shifts. Union members shall be allowed to bank trades. They shall not be required to list the date of repayment of a trade, with the explicit understanding that it is not the District's obligation to track trade paybacks, nor will the District be involved in any way in resolving disputes between members as to trade payback obligations. All such issues shall be handled directly by the employees. If a trade is banked, the District retains full discretion to approve or deny any future trade that is arranged between employees pursuant to such banked trade time. The district shall allow the bargaining unit members to trade with anyone with equal qualifications in the bargaining unit. Trade requests shall not be unreasonably denied.

The District should give the Union adequate notice of new shift assignments to ensure the members have adequate time to repay banked trades. In an emergency where the District cannot provide adequate notice, the District will work with the Union and its affected members to develop a solution.

If either employee fails to complete his portion of the duty trade, the employee who was supposed to report for duty as a result of the trade shall be subject to disciplinary action for the attendance violation.

Section 22. Subcontracting

It is the general policy of the District to continue to utilize its employees to perform work they are qualified to perform. The District may, however, subcontract where circumstances warrant.

The Union recognizes that the District has statutory and charter rights and obligations in contracting for matters relating to District operations. The rights of contracting or subcontracting are vested in the District. In cases of contracting or subcontracting resulting in layoffs of employees covered by this Agreement, the District will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope, and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purposes of decreasing the effects of any subcontracting on members of the bargaining unit.

Section 23. Minimum Staffing

There shall be a minimum of two bargaining unit personnel on duty at all times. If the District increases from the current staffing level of three bargaining unit members assigned per shift to four bargaining unit members assigned per shift, then the minimum number on duty at all times shall be increased from two to three.

The Fire Chief or his designee shall determine in his discretion what equipment to deploy on any given shift or incident. The District shall use reasonable efforts to staff apparatus that are available for calls as follows, consistent with the District's past practice:

- The first engine, squad, or truck: 3 personnel (part-time or full-time) of any rank. If the District purchases a tanker that holds 3 personnel or more and the district decides to deploy it as a first vehicle, it shall be staffed with three personnel (part-time or full-time of any rank).
- Any subsequent engine, squad, tanker, or truck: 2 personnel (part-time or full-time) of any rank
- Each ambulance: 2 personnel (part-time or full-time) of any rank.

The Chief or his designee may deploy apparatus with fewer personnel than outlined above, as long as the apparatus is deployed as part of a company with at least one more apparatus. Nothing within this section shall be interpreted to limit the District's right to implement the Duty Crew Disaster Staffing policy in the event of a civil emergency, nor shall it restrict the District's right to utilize jump companies.

The Union stipulates and agrees that the use of non-bargaining unit personnel in excess of the minimum of two (or three based on current staffing mentioned) full-time employees is a "supplement" and not a "substitute."

The union further agrees that the Prospect Heights Fire District has evolved from its origin as a volunteer organization and progressed into a mainly full-time organization that is supplemented with part-time members.

Section 24. Division Special Team Time Commitment.

Any member who wishes to drop their special team assignment may submit a request to the Fire Chief to drop that assignment in September before the year that they wish to drop. (Example: month of September 2021 with a stop date of January 1st, 2022). Team members must have a minimum of 10 years of service on the team or have a medical condition that prevents them from performing on the team, as verified by the District's physician, to have the ability to drop from the team. The Chief may require that one person (or more, if required by the District's mutual aid agreements) maintain their special team assignment.

ARTICLE XII

HEALTH AND WELFARE AND LEGAL AND EDUCATIONAL ASSISTANCE

Section 1. Medical Insurance Coverage, Benefits and Costs

A comprehensive medical program will be provided during the term of this Agreement; provided, however, the District reserves the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those in effect when this Agreement is signed. During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the District during the enrollment period established by the District.

If the District's plan is no longer available because it is discontinued by the carrier, or because of the Affordable Care Act or other changes to state or federal law, or if the District's plan becomes subject to the Cadillac Tax, the parties shall negotiate for a replacement plan. 60 days after the District provides the Union with notice of the need to negotiate for a replacement plan, the District may implement its proposal, but such implementation shall be temporary pending the outcome of continued negotiations, mediation, and/or interest arbitration.

Section 2. Premium Costs

Premium costs under the medical plans are controlled by the concept that both the District and the employee shall share in payment of the premium cost for both employee and dependent coverage. Effective upon ratification of this Agreement, the employee shall pay fifteen percent (15.0%) of the premium for the type of coverage selected (e.g., single, plus one, or family) under the applicable plan, and the District shall pay the remainder.

Section 3. Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in Section 1 of this Article 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 and arbitration procedures set forth in this Agreement.

Section 4. Dental and Vision Insurance

Employees covered by this Agreement shall be eligible to receive the same dental and vision insurance benefits and coverage, if any, at the same costs and under the same terms and conditions applicable to the non-bargaining unit District employees generally, as they may be modified from time to time.

Section 5. Health Savings Plans

Forth the duration of this Agreement, the District shall continue to administer the Health Savings Account benefit in the same form and the same amounts as that benefit were administered as of December 31, 2021. This includes the party's agreement to prorate HSA

contribution in an employee’s initial year of employment.

The parties agree that HSA contributions will be prorated in all the employee’s initial year of employment, rounded to the nearest full month, beginning on the date they enroll in the insurance plan, as per the following chart:

Percentage of HAS		
Dates	Ratio	Dollars
Jan 1 to Jan 15	12/12	100.00%
Jan 16 to Feb 14	11/12	91.67%
Feb 15 to March 15	10/12	83.33%
March 16 to April 15	9/12	75.00%
April 16 to May 15	8/12	66.67%
May 16 to June 15	7/12	58.33%
June 16 to July 15	6/12	50.00%
July 16 to Aug 15	5/12	41.67%
Aug 16 to Sept 15	4/12	33.33%
Sept 16 to Oct 15	3/12	25.00%
Oct 16 to Nov 15	2/12	16.67%
Nov 16 to Dec 15	1/12	8.33%
Dec 16 to Dec 31	0/12	0.00%

Employees may elect to make additional, voluntary contribution to the HSA account via payroll deductions. Subject to the maximum annual contribution limit established by the IRS, HSA contributions will accumulate from year to year pursuant to IRS rules and regulations.

Section 6. Opt Out Benefit

Any employee who voluntarily opts out of the District’s insurance plan shall receive an opt-out incentive through payroll equal to the amount of the annual HSA contribution made by the district for members that are in the plan. To qualify for this benefit, the employee must demonstrate that he receives health care coverage under another employer-sponsored insurance policy.

Section 7. Education Reimbursement

An Employee who wishes to increase their educational background should submit a memo to the chief which outlines their overall educational plan, the degree sought, estimated costs, school information, courses needed. The District must give prior approval for reimbursement. Tuition is the only expense to be reimbursed and is based, at a maximum, on Harper College out-of-district tuition for the current year. Tuition will be reimbursed when completing the approved courses and proof of a passing grade of “C” or better. No reimbursement shall be given for educational efforts financed by any other source, such as through the Veterans Administration or scholarships. Funds budgeted annually for tuition

reimbursement will be distributed on a first-come first-serve basis among all Employees in the District. The Tuition Reimbursement Program has no relationship with the normal training requirements of the District. The District shall make available to the Union funds budgeted annually for tuition as soon as the budget is completed. The District shall make tuition reimbursement applications forms available on the server and be accessible to all members. Upon successful completion of course work, eligible for tuition reimbursement, the Employee must remain with the District for on (1) month for each credit hour of the course for the expense to be fully forgiven. For example, suppose an Employee takes a three (3) credit hour course that meets over a three (3) month period at the successful conclusion of the course. In that case, the Employee must remain in the District's employment for three (3) months following the conclusion of the course. If the Employee leaves the District's employment after completing a course prior to the specified number of months, the employee will reimburse the District for the appropriate number of months. Partial months of service count as zero. Any amount owed may be deducted from the employee's final pay, including a decision from the employee's unused benefit time.

ARTICLE XIII

WAGES

Section 1. Wage Schedule

Employees who are “in-step” (defined as not having reached the Top Step) shall be eligible for a step increase on their anniversary date. The anniversary date for each employee shall be based on the date on which an employee began District service in his or her current position. Progression of steps shall be based upon meritorious service as determined in the Chief’s discretion.

If an employee’s evaluation is determined to be unsatisfactory, a revaluation shall be performed in 90 days. The step increase shall not be granted for this 90-day period. If after the 90-day period, the Chief determines another 90-day period is required to evaluate an employee’s performance, such 90-day period shall be granted. No salary adjustment shall be granted for this second 90-day period.

If after an extended 90-day evaluation period, an employee’s performance is determined to be satisfactory, a step increase shall be granted starting from the 91st day of the employee’s employment year. No salary adjustment, based on a 90-day or 180-day extended evaluation period, shall be retroactive.

If an employee fails to achieve a satisfactory performance rating at the end of the second 90-day extended evaluation period, he or she shall not again be eligible for a review and step increase until the next regularly scheduled annual evaluation.

The annual salary schedule shall be as follows for all bargaining unit Firefighter-Paramedics:

Experience	Step Number	Jan. 1, 2021 (Current)	Jan. 1, 2022 (+2.00%)	Jan. 1, 2023 (+2.00%)	Jan. 1, 2024 (+2.00%)
Start	1	\$65,745.15	\$67,060.05	\$68,401.25	\$69,769.28
After 1 Year	2	\$71,638.39	\$73,071.16	\$74,532.58	\$76,023.23
After 2 Years	3	\$77,531.63	\$79,082.26	\$80,663.91	\$82,277.19
After 3 Years	4	\$83,424.88	\$85,093.38	\$86,795.25	\$88,531.15
After 4 Years	5	\$89,318.12	\$91,104.48	\$92,926.57	\$94,785.10
After 5 Years	6	\$95,211.36	\$97,115.59	\$99,057.90	\$101,039.06

The salary all bargaining unit Lieutenant-Paramedics shall be as follows:

Jan. 1, 2021 (Current)	Jan. 1, 2022 (+2.00%)	Jan. 1, 2023 (+2.00%)	Jan. 1, 2024 (+2.00%)
\$104,729.98	\$106,824.58	\$108,961.07	\$111,140.29

The District shall retro back all raises back to January 1, 2022. The District shall retro all overtime or half time that has not been paid back to January 1, 2022, per the agreement for all hours worked outside the normal work schedule.

Section 2. Out of Rank Pay

If the District requires a Firefighter/Paramedic to act as a Lieutenant/Paramedic for four or more hours in a shift, or if the District requires a Lieutenant/Paramedic to act as a Battalion Chief four or more hours in a shift, the Firefighter/Paramedic shall receive an extra \$3.00 per hour for all such hours worked and the Lieutenant/Paramedic shall receive an extra \$4.00 per hour for all such hours worked. Employees must be qualified for the rank of Battalion Chief to serve as an acting Battalion Chief.

Lieutenants who are authorized to act as acting Battalion Chiefs will be given access to the scheduling software.

Section 3. Preceptor Pay

The District shall pay the Primary Preceptor of a Paramedic student that is completing their ride time an additional \$2.50 per hour while on duty between the hours of 6 a.m. and 6 p.m. Any required obligations off-duty will be compensated.

ARTICLE XIV

HOURS OF WORK AND OVERTIME

Section 1. Duty Days and FLSA Work Cycle

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

The work schedule shall normally be 24 consecutive hours of work (1 shift) followed by 48 consecutive hours off (2 shifts).

In 2022, 2023, 2024, bargaining unit employees shall receive (9) FLSA work reduction days per calendar year.

The Department shall schedule work reduction days with the understanding that the intent of this provision is to eliminate the District's FLSA overtime liability for regularly scheduled 24-hour duty shifts. Work reduction days may be cancelled by the Department with at least 24-hours' notice to the affected employees.

For the purpose of Section 7(k) of the FLSA, the work cycle for bargaining unit employees assigned to 24-hour shifts shall be 27 days. Initially, employees shall be assigned Kelly days within the work cycle.

Once work reduction days are selected, employees may trade work reduction days (24 hours) by submitting a request in a manner prescribed by the Chief. Trades of work reduction days shall be subject to the restrictions for trading duty shifts set forth in Section 11.21 of this Agreement.

Bargaining unit employees may be permitted to change a scheduled FLSA work reduction day and move it to a different day within the 54-day work cycle (i.e. two 27-day work cycles scheduled back-to-back). However, a scheduled FLSA work reduction day may not be moved until after all vacation days have been selected. Moving scheduled FLSA work reduction days shall not cause overtime either because: 1) the firefighter would actually work more than 204 hours in a 27-day cycle; or 2) because the District would have to hire-back to maintain the daily staffing level established by the Chief. The Chief, in his discretion, reserves the right to deny or cancel the request to change or move a scheduled FLSA work reduction day if it will create overtime or cause staffing to drop below the Department's established minimums.

The parties recognize and agree that Kelly Days are designated as unpaid duty reduction days to eliminate overtime from a firefighters' normal duty schedule. Kelly Days are not vacation days. To that end, the parties agree that newly hired employees will receive their Kelly Days as follows during their initial year of employment:

The base of 7 Kelly Days per year are days solely scheduled by the Department in its discretion as duty reduction days to avoid overtime in a 27-day work cycle. The number of the

Kelly Days a newly hired employee receives are strictly a factor of how many days are left in the calendar year, which shift the employee is assigned to work, and the start date of the employee's 27-day cycle. There shall be no compensation or scheduling of additional Kelly Days.

The potential 2 extra Kelly Days (potential Kelly Days 8 and 9) will be prorated as follows:

- For employees hired between January 1 and March 31, 2 Kelly Days to be scheduled by the employee per District policy;
- For employees hired between April 1 and September 30, 1 Kelly Day to be scheduled by the employee per District policy;
- For employees hired between October 1 and December 31, 0 additional Kelly Days.

Section 2. Overtime

The Chief or his designee shall have the right to require overtime work for any bargaining unit employee(s), including but not limited to overtime for holdovers, call backs, and training, based upon the needs of the Department. The Chief or his designee will inform the Union's designee of the need for overtime and any special requirements for the assignment (e.g., rank, special certifications, etc.) and it shall be the responsibility of the Union to fill the vacancy with an individual who meets those requirements. No Union member can file a grievance challenging the way in which the Union assigned overtime. If the Union fails to find an employee to fill the vacancy, the Chief can require any individual selected in his discretion to hold over until the staffing requirements are fulfilled.

All hours worked outside the employee's normal work schedule shall be considered overtime. All benefit time shall count as "hours worked" for the purpose of calculating overtime pay. The district will also post overtime assignments, when known in advance, 72 hours before the vacancy.

Section 3. FLSA Work Period

The work period of each employee for the purposes of the Fair Labor Standards Act (FLSA) will be an established regular re-occurring period of twenty-seven (27) consecutive days. The amounts set forth on the salary schedule represent a fixed annual amount to be received for straight time pay 2,706 hours.

Section 4. FLSA Overtime

An employee shall, in addition to regular compensation, be paid time and one-half times his/her regular straight-time hourly rate for all hours in excess of 204 hours in the employee's regular twenty-seven (27) day work cycle and all hours worked outside the employee's regular work schedule. An employee's regular rate shall be computed in accordance with the requirements of the Fair Labor Standards Act and Section 14.3 of this Agreement. Approved vacation hours shall count as "hours worked" for the purpose of calculating overtime pay.

Section 5. Holdover

The Chief can require any employee to be held over if any other employee calls off sick after the normal station work hours, or if any employee fails to report for his assigned shift.

Section 6. Light Duty

The Fire Chief or his designee, at his/her discretion, may offer light duty work to an employee with a physician's approval, if the employee is unable to perform full duty responsibilities because of injury or disability. The hours of work for an employee with a light duty assignment shall be eight consecutive hours per day for five days per week, Monday through Friday, between 7:00 AM and 7:00 PM, including a one hour paid lunch period. The employee shall be paid his regular hourly rate of pay for all such light duty work performed.

Section 7. Shift and Training Day Selection

The Chief or his designee, in the sound exercise of his discretion, shall assign bargaining unit personnel to an appropriate shift, station, and apparatus.

Section 8. No Pyramiding

Compensation and/or overtime premiums shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement. Accordingly, hours paid at premium rates shall not also be counted toward meeting overtime thresholds that would cause other hours to be paid at premium rates.

ARTICLE XV

HOLIDAYS

Section 1. Holidays

The following days shall be considered holidays:

- New Year's Day (January 1)
- Easter Day
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday day in November)
- Christmas Eve Day (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31)

Section 2. Overtime Pay for Holidays Worked

Bargaining unit members shall receive pay at the overtime rate of pay (1.5x) for all hours actually worked on the day of the holiday. The holiday shall be considered to begin at the start of the shift commencing on the day of the holiday and end concurrently with the normal end of that same shift. Bargaining unit members working a hireback or forceback on a holiday will be paid double time.

ARTICLE XVI

VACATIONS

Section 1. Eligibility & Allowances

Every employee covered by this Agreement shall be eligible for paid vacation time. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowance shall be earned as follows:

Employees covered by this agreement shall accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>No. of Vacation Days</u>
0-1	0
After 1 up to end of 5th	7 days
After 5 up to end of 10th	9 days
After 10 up to end of 15th	10 days
After 15 up to end of 20th	12 days
After 20 years	13 days

Vacation time must be used in the fiscal year it is earned. Vacation time not used by the end of the fiscal year shall be forfeited and shall not be paid as wages or any other form of compensation, except as provided in Section 16.2 below regarding cancelled vacations. Vacation time may not be carried over from one year to the next.

Section 2. Vacation Selections

Vacation time must be used in 12-hour increments. However, firefighters may take vacation in 12-hour increments but they must use a.m. slot and one p.m. slot, subject to approval in the discretion of the Chief or his designee. No vacation day may be taken on the Saturday of Fire Prevention Week or on any other day when the Chief schedules a vacation blackout period due to the needs of the Department.

Vacation day selection for the coming year will occur once the calendars are distributed by administration in the fourth quarter of the preceding year. Vacation day selection among bargaining unit employees will occur based on seniority. Such selections shall have no impact on the vacation day selections of non-bargaining unit employees.

No member may select more time than earned.

With each round of selections each member may choose one block of time that may range from a minimum of 12 hours to a maximum of 168 hours, and shall be allowed to go through an FLSA day. In any case, for a single selection block, all hours selected must be continuous. Should a bargaining unit member choose to pick a vacation day using only a 12 hour block (am or pm) this will be considered one pick and the second 12 hour pick will be considered a second pick for the purposes of vacation scheduling.

Upon completion of the shift section process, the vacation selections will be presented to the Chief or his designee for approval. The Chief may deny any vacation selections based on the needs of the Department as determined in his sole discretion.

The Chief or his designee may cancel approved vacation based on the needs of the Department as determined in his sole discretion. Once approved, vacation time will be awarded on a first-requested, first-granted, as-available basis. If the Chief cancels an approved vacation, the employee shall have the option of receiving compensation for the unused vacation day at his normal rate of pay on his next regularly issued paycheck, or of rescheduling the vacation time for a different day.

Section 3. Vacation Pay

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

ARTICLE XVII

SICK AND INJURY LEAVE

Section 1. Sick and Injury Leave

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Any full-time non-probationary employee contracting or incurring any non-service connected sickness or disability (except where the injury or illness is incurred while the employee is performing compensated service outside of his employment with the District) shall receive sick leave with pay as set forth in this Article.

Sick leave may be used for the illness or injury of the employee and his or her spouse, dependent children, stepchildren or parents or for the birth or adoption of a child by the employee.

It is the intent of this policy that sick time off is used to rest one's self if ill, injured, or subject to restricted activity by a physician or surgeon. Rest means to completely refrain from any and all activity other than the activities of daily life unless those are restricted by a physician or surgeon. If time off is used for someone other than the employee, the time off must be used to care for and/or assist that person.

Employees are prohibited from engaging in any other employment or activities on the day taken off or on any days between two days taken off. It is the intent of this section of the agreement that the time off be taken at one's primary residence. As a condition of receiving compensation under this Article of the Agreement, if the employee plans to leave the residence for any reason other than to attend doctor's appointments, the employee shall notify the Chief or his designee of the reason for leaving the home.

The parties agree that abuse of sick leave is a serious problem. The parties therefore agree that employees who are caught misusing sick leave and/or acting inconsistent with their physician's restrictions and the provisions of this Section of the Agreement shall be subject to immediate termination of employment. The sole purpose of any grievance or arbitration regarding such discharge shall be to determine whether the employee was actually guilty of the accused misconduct. The Fire District reserves the right to investigate, audit, and monitor sick time use. The District may require the employee to participate in a medical, physical, and/or psychological/psychiatric examine administered by a licensed health care professional at the District's expense. If it is found that an employee has engaged in sick leave abuse, then the District may deduct the cost of the exam from the employee's pay check.

Section 2. Sick Days

Full-time non-probationary employees shall be allowed twelve (12) hours of sick leave for each month of service (which equals a total accumulation of six (6) twenty four-hour work days per year). Sick leave shall be earned by an employee for any month in which the employee is compensated for more than one hundred twenty (120) “hours of work.” For purposes of this Section only, actual work, duty injuries, and vacations shall be considered “hours of work”; no other paid or unpaid absence from duty shall be counted as “hours of work.” Sick leave cannot be taken before it is actually earned.

In addition to the District’s rights under Section 17.1, the District may require any employee to see a physician selected by the District on the same day that the employee calls in sick beginning with the fourth day of sick leave usage in the same calendar year. Failure to see the physician selected by the District shall result in loss of pay for the day, plus disciplinary action for insubordination.

Section 3. Sick Day Accumulation

The District shall keep accurate records of employee’s sick time availability and this information shall be entered into a service that the district chooses provided that it’s transparent and available to the employees without the employee needing to request the information.

Employees may accrue an unlimited amount of sick leave. There shall be no compensation paid for unused sick leave. The parties acknowledge that the District has only agreed to the Union’s request for uncapped sick leave accrual because the Union has represented that the Union will not future seek to receive compensation for unused sick leave now or in the future.

Section 4. Sick Time Sharing

In the event that a bargaining unit member exhausts his or her accumulated sick time, other bargaining unit employees may elect to transfer any unused sick days in their sick time back to the affected bargaining unit member to use as his own sick days. Such sick time transfers shall only be allowed for an employee to care for an immediate family member who has a serious health condition (as those terms are defined by the Family and Medical Leave Act). No employee may receive more than twenty-eight (28) duty days of sick time transfers in a rolling 12-month period.

ARTICLE XVIII

LEAVES OF ABSENCE

Section 1. Funeral and Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted one duty day off without loss of pay to attend the funeral services. A second day shall be allowed if the services require travel more than 250 miles from the Headquarters Station. The immediate family is defined as the bargaining unit member's spouse, children or parents, grandparents or grandchild, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step parent, step grandparent, step grandchild, step brother, step sister, or step children.

A bargaining unit member may use benefit time to elongate their bereavement time.

Section 2. Family and Military Leave

Employees covered by this Agreement shall be subject to the District's policy regarding family and military leave that applies to non-bargaining unit employees, as may be modified by the District from time-to-time.

ARTICLE XIX

QUARTERMASTER SYSTEM

The District through the quartermaster system as prescribed by the Chief will supply all turnout gear and uniforms to the members of the bargaining unit on an item for item replacement basis. Items covered by the system are listed below and will be replaced when unserviceable to wear.

Badge & Insignias	Uniform Belt	Name Tag	Duty/Work Uniform
Exercise Uniform	Tie	Winter Jacket	Department T-Shirts
Dress Uniform	Sweatshirt	Turnout Clothing	Special Team Apparel
Special Team Footwear			

ARTICLE XX

PROMOTIONS

Section 1. Rank and Classification

The order of rank in the District shall be as provided by the Trustees. The Commission shall confer with the Trustees and their designees for the purpose of establishing and maintaining standards of examinations and promotions based upon such information as job descriptions and departmental regulations. The determination of whether a position is a rank classification rests solely with the Trustees.

The provisions of this article shall apply to the selection of full-time lieutenants. The provisions of this article shall also apply to the selection of full-time battalion chiefs, but only so long as there remains an authorized position between the Chief and the Battalion Chiefs (currently, the Deputy Chief). If there is no authorized position between the Chief and the Deputy Chiefs, then the Battalion Chief positions shall be filled by appointment by the Chief, not promotion, as authorized by the Promotions Act.

Section 2. Method of Promotion

All promotions under the Board of Fire Commissioners in the District shall be on the basis of ascertained merit, seniority in service, subjective evaluation, and written examination in full compliance with the Fire Department Promotion Act, as amended. All vacancies shall be filled by promotion from the current final adjusted promotion list for the proper rank, unless excepted under the Fire Department Promotion Act.

All examinations for promotions, where practicable, shall be competitive among the full-time members of the next lower rank who meet any eligibility requirements set forth for the promoted position and desire to submit themselves to examinations. If the Commission finds that a sufficient number of suitable candidates do not apply from the next lower rank, the Board shall extend the examination successively through all the orders of rank in the District in an endeavor to qualify suitable candidates. Should the Commission determine that there are an insufficient number of suitable candidates within any rank, the Commission may then solicit for candidates from outside the fire protection district.

All promotions shall be awarded to the person with the highest ranking on the final adjusted promotion list for that rank, unless the Commission has reason to conclude that the highest ranked 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 final adjusted promotion list.

If there is no final adjusted promotion list in effect for that rank on the date a vacancy occurs, or if all persons on the final adjusted promotion list refuse the promotion, the Commission shall not make a permanent promotion until a new final adjusted promotion list has been prepared. Promotional applicants must meet the qualifying standards in order to be considered for certification to an eligibility list.

Candidates interested in testing for promotion to Lieutenant or Battalion chief shall submit a Letter of Intent, electronically or in person, on or before the deadline set by the Board of Commissioners. The Letter of Intent shall be addressed to the Board of Commissioners and shall state that the candidate is interested in participating in the testing process for Lieutenant or Battalion Chief, as applicable

Section 3. Criteria for Determining Promotions

The Board of Fire Commissioners shall identify the criteria to be used in the evaluation of all candidates prior to beginning the testing process and shall post this criteria at least ninety (90) days before testing. Eligibility requirements to participate in the promotional process shall be established and shall be published by posting on Station bulletin boards at least one year in advance of the date of the beginning of the promotional exam process and all eligible members of the affected positions shall be given an equal opportunity to meet those eligibility requirements. All promotional candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component, except that any candidate who skips or does not participate in any component of the exam shall be disqualified from further participation in the promotional process and shall not be eligible to be included on the promotional list. Each component of the testing process shall be based on a 100-point scale, and following the application of the weighting process, the total score shall also be based on a 100-point scale. The criteria may consider scores of candidates on written test batteries, peer review, supervisory evaluation, job-related seniority, assessment center, oral test performance and other job-related criteria as determined by the Board of Fire Commissioners. This criteria may change from test to test.

The exact examination process and testing procedures used shall be determined by the Commission prior to advertising for the examination and shall be disseminated to all participants. In all cases, the compilation and posting of a seniority list shall take place first and shall be calculated as of the date of the written examination, followed by the ascertained merit and subjective evaluation portions of the examination process. The written examination shall in all cases be administered and graded last. Monitoring of the portions of the promotional examination that are amenable to monitoring may take place in accordance with Section 25 of the Fire Department Promotion Act.

Section 4. Notice of Promotional Examinations

Written notice of the time, date, and location of every promotional examination shall be given by the Commission by posting on the District's bulletin board for a minimum of ninety (90) days prior to any promotional examination. The notice of examination shall include a statement of:

- A. the deadline by which all applications will be received;
- B. the time and place where such examinations will be held;
- C. any applicable minimum aggregate passing score;
- D. the position to be filled from any resulting eligibility list; and

E. a list of recommended reference materials and their availability.

The District shall provide a list of reading and study materials for current written examinations and the reading lists for the past 2 written examinations shall be made available and accessible at each fire station in accordance with the Fire Department Promotion Act at least ninety (90) days in advance of the written examination.

Section 5. Written Notice of Intent

Every member qualified and eligible to submit to promotional examination shall, within ten (10) days after posting of examination notice, notify the Commissioners of his intent to submit to examination or of his intention to waive the opportunity to submit to such examination. Eligible members shall submit a Letter of Intent, electronically or in-person, on or before the deadline. Any employee who does not submit a written notice of intent shall be deemed to have waived his opportunity to submit to such examination.

Section 6. Promotional List

After completion of the promotional testing process, the Commissioners will prepare a preliminary promotion list. Applicants who are eligible for and elect to utilize their military preference credit must make a claim for such credit in writing to the Commission within ten (10) days after the posting of the initial eligibility list or such claims shall be deemed waived. The Commission shall award veteran's preference points to those eligible veterans timely claiming the credit in accordance with state law. No person shall receive preference for a promotional appointment after receiving one promotion from an eligibility list on which he or she was allowed military preference points.

Once all claimed preference points have been awarded, the Commission shall certify a final adjusted promotion list. The final adjusted promotional list shall expire either two or three (3) years from the date of its creation, as determined by the Commission. Any names remaining on the list shall be stricken from the list upon its expiration.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 7. Voluntary Reassignment

Any officer may petition the Chief for reassignment to a lower rank. Upon approval of the Chief, the officer will be reassigned to the lower rank, and simultaneously therewith the Commissioners will promote another employee to the position held by the officer requesting reassignment as long as the Trustees determine the position is open. Any officer who accepts reassignment to a lower rank shall be paid at the appropriate wage scale for that lower rank.

Section 8. Right to Review of Promotional Decisions

Any person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotional list, or veteran's preference shall be entitled to a review of the matter by the Commission. The person or party seeking a review has ten (10) days after the occurrence of the challenged Commission action to file a written request to the Secretary of the Commission for a review; in no event shall the request be filed later than the tenth day after the posting of the final adjusted promotion list. Untimely requests are deemed waived. The Commission will conduct a review of the challenged matter at its next meeting within 30-days of receipt of the request to review and issue its final opinion on the matter within seven (7) days thereafter. The decision of the Commission may not be challenged using the grievance-arbitration provisions of this contract.

The decision of the Commission may be challenged solely by using the grievance arbitration provisions of this contract. The Union or any affected employee who believes an error has been made with respect to the administration of any test component or an procedure provided under this Article of this Agreement shall have a right to file a grievance of this matter subject to the following conditions:

- a) Any such grievance must be filed within ten calendar days of the date the final promotion list is posted.
- b) The grievance shall be limited to disputes relating to a claim that the Employer failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under this Agreement's grievance and arbitration procedure.
- c) To avoid promotion the wrong candidate as alleged in the grievance, the District may refrain from promoting a candidate until the grievance is resolved. Under no circumstances shall two people be paid for the Same promotional opportunity.

Section 9. Temporary Appointments

The Commission may make temporary appointments of Members for entry level or promotional positions until regular appointments may be made under these Rules. The Commission shall exercise such authority only when the Trustees have entered appropriate findings of the need to prevent a stoppage of public business, to meet extraordinary exigencies, or to prevent material impairment of the Fire Department.

A temporary appointment shall not exceed a period of 180 days. No person shall receive a temporary appointment to the same position more than twice in any calendar year.

Section 10. Eligibility Requirements For Promotions

The following eligibility requirements shall apply to all candidates testing for the rank of Battalion Chief:

- 1. Illinois OSFM Certified Fire Officer II or completion of Advanced Fire Officer course.

2. Illinois Department of Public Health Paramedic
3. Illinois OSFM Certified Aircraft Rescue Fire Fighter
4. Illinois OSFM Certified Hazardous Materials First Responder/Operations
5. Illinois OSFM Certified Fire Apparatus Engineer
6. Illinois OSFM Certified Advanced Technician Firefighter (note: Fire Fighter III will not be accepted in lieu of ATFF)
7. Illinois OSFM Certified Incident Safety Officer
8. Blue Card Hazard Zone Management System class attended and initially certified
9. A minimum of three years of service as a Full-Time Lieutenant with the Prospect Heights Fire Protection District at the time of the written examination.

The foregoing requirements may be altered by the Commission based on changes to the qualification requirements promulgated by the State Fire Marshal or any similar office.

Should the Board of Fire Commissioners determine it necessary to solicit for candidates outside the fire protection district's current ranks the Commission may elect to accept full time service at another fire department in lieu of service with the PHFPD and/or comparable Pro Board or IFSAC certifications in lieu of Illinois OSFM certifications.

The following eligibility requirements shall apply to all candidates testing for the rank of Lieutenant:

1. Illinois OSFM Certified Fire Officer I or Completion of Company Fire Officer classes.
2. Illinois Department of Public Health Paramedic
3. Illinois OSFM Certified Aircraft Rescue Fire Fighter
4. Illinois OSFM Certified Hazardous Materials First Responder/Operations
5. Illinois OSFM Certified Fire Apparatus Engineer
6. Illinois OSFM Certified Advanced Technician Firefighter (note: Fire Fighter III will not be accepted in lieu of ATFF)
7. A minimum of one years of service as a full-time Fire Fighter Paramedic with the Prospect Heights Fire Protection District at the time of the written examination.

The foregoing requirements may be altered by the Commission based on changes to the qualification requirements promulgated by the State Fire Marshal or any similar office.

Notwithstanding the foregoing, for the contract period ending December 31, 2024, the union

agrees to waive the following requirements of this article:

1. Illinois OSFM Certified Aircraft Rescue Fire Fighter will not be required for the rank of Lieutenant and Battalion Chief. The District shall require members to fulfill this requirement in the future when classes become available.
2. For the rank of Battalion Chief, the union entrusts the Fire Chief to appoint this position. We would respectfully ask the Chief to look internally before going externally, as the previous external promotions have not resulted in a positive transformation. In contrast, when the candidates were promoted from within, they positively impacted the organization. We would like the opportunity to continue to build the organization up as you have done and prove that your investment in us will pay the organization for years to come as we will be the pillars and continue to mentor the future leaders as you have done over the years.

Section 11. Testing Criteria for Promotions

The parties have agreed upon the following percentages to be used in the evaluation process for the positions described as follows:

	Battalion Chief	Lieutenant
Written Examination	35	35
Ascertained Merit	10	10
Chief's Points	10	10
Seniority Points	Not used	Not used
Assessment Center	35	35
Performance Evaluation	Not used	Not used
Oral Interview	10	10
<u>TOTAL</u>	100	100

An individual's score for ascertained merit will be determined using a standard form contained in this document and lists the eligible criteria. The Board will announce the various components of the ascertained merit score at the beginning of the promotional process.

At the conclusion of the evaluation process, each candidate's cumulative score will be posted.

Section 12. Reversion Rights

Nothing within this agreement shall be construed as a waiver of an employee's statutory right to revert to a lower ranking position as provided in the reduction in force provisions of the Fire Protection District Act, including but not limited to 70 ILCS 705/16.04a, 705/16.13a, and 705/16.13c.

ARTICLE XXI

TERMINATION

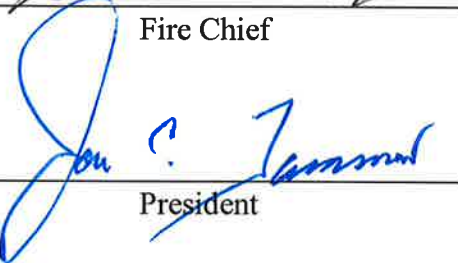
This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than July 1 prior to the anniversary date that it desires to modify this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached.

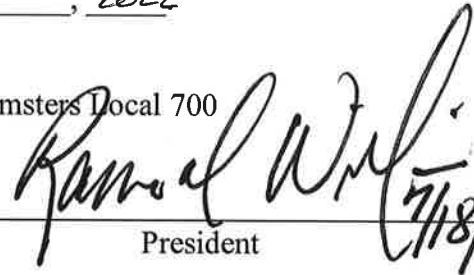
Executed this 21st day of JULY, 2022

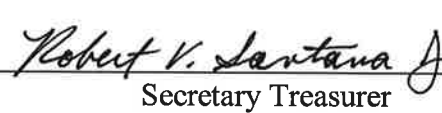
Prospect Heights Fire Protection District

By 
Fire Chief

By 
President

Teamsters Local 700

By 
President

By  7/20/2022
Secretary Treasurer