

AGREEMENT BETWEEN
VILLAGE OF WESTCHESTER AND
THE WESTCHESTER PROFESSIONAL FIREFIGHTERS LOCAL 4851
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO- CLC
ASSOCIATED FIREFIGHTERS OF ILLINOIS

May 1, 2024 to April 30, 2027

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AGREEMENT

This Agreement is entered into by and between the VILLAGE OF WESTCHESTER (hereinafter called the "Village") and the WESTCHESTER PROFESSIONAL FIRE FIGHTERS LOCAL 4851. INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC, ASSOCIATED FIRE FIGHTERS OF ILLINOIS (hereinafter called the "Union").

WITNESSETH:

SCOPE

WHEREAS, the Union has been officially recognized by the Village as the sole and exclusive bargaining agent; and

WHEREAS, the parties have agreed to bargain in good faith with respect to wages, hours and terms and conditions of employment; provided, however, that the discretion accorded the Fire and Police Commission by statute and pension and superannuation shall not be negotiable; and

WHEREAS, the Agreement has as its purpose the promotion of harmonious relations between the Village and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rate of pay, hours of work and other conditions of employment; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of the Firefighter/Paramedics and Lieutenant/Paramedics covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Fire Department, and to provide an orderly and prompt method of handling and processing grievances.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
Recognition and Representation

The Village recognizes the Union as the sole and exclusive bargaining agent for all Firefighter/Paramedics and Lieutenant/Paramedics employed by the Fire Department of the Village, excluding the Fire Chief, Captain, and all other employees above the rank of Lieutenant/Paramedic employed by the Village.

A newly hired employee is required to be a certified paramedic upon hire, and is considered a probationary employee. Generally, a probationary employee shall serve a probationary period of twelve (12) months of full-time work, as defined in 65 ILCS 5/10-2.1-6.3(c). No grievance shall be presented or entertained in connection with the layoff or termination of a probationary employee.

The Union and Village recognize these probationary members as part of the bargaining unit, however the Village still maintains the right to terminate the employment status with or without just cause by the Fire Department and the Village of Westchester.

Section 1.1. Description. Firefighter/Paramedics and Lieutenants hired after December 31, 1989, will hold the rank of Firefighter/Paramedic or Lieutenant/Paramedic after successful completion of their probationary requirements, which includes but is not limited to:

- A. Successful completion of current probationary requirements set forth by the Village.
- B. Successful completion of Illinois Department of Public Health Licensure as a Paramedic.
- C. Successful entrance and acceptance in the Loyola University Emergency Medical Services System.

Firefighter/Paramedics and Lieutenants hired after December 31, 1989, must maintain their Paramedic License as a condition of their employment, until a time when the Village and the Union mutually agree that staffing levels are sufficient to maintain operations within the Fire Department.

Section 1.2. Rule-Making Authority. The Village may establish rules, orders, policies, or Standard Operating Procedures (hereinafter "Rules") or revise the same from time to time, provided that such new or revised Rules are not in conflict with the terms of this Agreement and are posted for ten (10) days before they become effective or enforceable, except that in cases of emergencies, such posting requirement shall be waived.

Section 1.3. Functions of Bargaining Unit Members. Bargaining unit members shall be required to perform their historical functions, including duties related to and in direct support of fire suppression, extinguishment, prevention and EMS, and miscellaneous functions and duties, as previously performed, unless otherwise provided in this Agreement.

ARTICLE II
No Discrimination

In accordance with applicable legislation, neither the Village nor the Union shall discriminate against any employee because of sex, race, creed, color or national origin or union activity. Employees shall be required to resort to the remedies available through the relevant administrative agencies, federal or state courts, and violations of this Article shall not be subject to the grievance procedure contained in Article III of this Agreement.

ARTICLE III
Grievance Procedure

Section 3.1. Definition of a Grievance. Section 3.1. Definition of a Grievance. A grievance is a difference of opinion between an employee or the Union and the Village with respect to the meaning or application of the express terms of this Agreement.

Section 3.2. Union Representation. The Union shall appoint an Employee Committee of not more than three (3) members. The Union may appoint three (3) Stewards, one from each shift (who may be the same persons selected for the Employee Committee). to participate in the grievance procedure to the extent set forth in Step 1 and Step 2 of the grievance procedure. The Union shall notify the Village Manager in writing of the names of employees serving on the Employee Committee or as Stewards. One representative of the Executive Board of the Union, the Local Union Representative (not a Village employee), and/or the Union's legal counsel shall have the right to participate in Steps 3 and 4 of the grievance procedure.

Section 3.3. Grievance Procedure. Recognizing that a grievance should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: **Captain.** A written grievance may be filed with the Captain on the grievant's shift within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance. If the Grievant's Captain is not on duty on the last day for filing the grievance, the grievance shall be required to be filed with the next Captain coming on duty on or after the fourteenth (14th) day, and the time period for filing such grievance shall be extended only until the next date that a Captain is on duty, on the fifteenth (15th) day or thereafter. The grievance shall be filed on a mutually agreed form, a copy of which is attached to this Agreement as Appendix A, setting forth the nature of the grievance and the contract provision(s) involved. The Captain shall provide his/her written answer to the grievant within seven (7) calendar days following receipt of the written grievance.

STEP 2: **Appeal to Chief.** If the grievance is not settled in Step 1, the Union may within seven (7) calendar days following receipt of the Captain's answer, or within seven (7) calendar days of the date on which the Captain's answer was due, whichever is earlier, file with the Chief a written grievance signed by the employee and his Steward on a mutually agreed form, a copy of which is attached to this Agreement as Appendix A, setting forth the nature of the grievance and the contract provision(s) involved. The Chief shall give a written answer within seven (7) calendar days after receipt of the written grievance.

STEP 3: **Appeal to Village Manager.** If the grievance is not settled in Step 2 and the Union decides to appeal, the Steward shall, within seven (7) calendar days from receipt of the Step 2 answer, or within seven (7) calendar days of the date on which the Chief's answer was due, whichever is earlier, appeal in writing to the Village Manager. The Employee Committee and the Village Manager will meet within seven (7) days to discuss the grievance at a mutually agreeable time, provided that no more than one member of the Employee Committee shall be released from duty with pay in order to attend such meeting, and no other bargaining unit member shall be compensated by

the Village for attending such meeting. If no agreement is reached in such discussion, the Village Manager will give his answer in writing, within ten calendar days of the discussion. The Village may join the Step 2 and Step 3 meetings if it so desires, by having in attendance both the Chief and the Village Manager or his designee.

STEP 4: Arbitration. If the grievance is not resolved in Step 3, only the Union may refer the grievance to arbitration by providing written notice to the Village Manger within ten (10) calendar days after receipt of the Village Manager's written answer in Step 3, or within ten (10) calendar days after the Village Manager's answer was due, whichever is earlier. If both parties agree in writing, more than one grievance may be submitted to the same arbitrator.

- A. If the parties fail to agree upon an Arbitrator within ten (10) business days after the receipt of the written request to arbitrate, either or both parties shall request Federal Mediation and Conciliation Service (FMCS) to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and who are residents of Illinois, Wisconsin, or Indiana and who maintain a place of business in Illinois. Both the Village 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 (loser strikes first); 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).
- B. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents at the hearing. The Village and the Union retain the right to employ legal counsel.
- C. 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, unless otherwise mutually agreed by the parties.
- D. More than one grievance may be submitted to the same arbitrator, only if both parties mutually agree to do so in writing.
- E. The parties shall divide the fees and expenses of the arbitrator equally. All other costs, including the cost for court reporter and transcript if desired by either party, shall be paid by the party which incurs such costs. If one party orders the court reporter and transcript, the other party may obtain a copy of the transcript by agreeing to split the cost of the court reporter and transcript.

Section 3.4. Limitations on the Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement during or as part of the arbitrator's decision. The arbitrator shall consider and decide only the issue as to whether there has been a violation or a misinterpretation of a specific provision(s) of the Agreement, as well as determining the appropriate remedy, if applicable. The arbitrator shall have no authority to render a decision on any issue not raised during the processing of the grievance at the steps prior to arbitration. The arbitrator shall be without power to make any decision or award, which is contrary or inconsistent with, in any way, this Agreement or applicable laws (subject to provisions of Section 15 of the IPLRA). The decision of the arbitrator rendered in accordance with this Section shall be final and binding on the Union, the employees covered by this Agreement and the Village.

Section 3.5. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 3.3. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed withdrawn by the Union, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step, within the time limits so provided.

Section 3.6. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

Section 3.7. Fire and Police Commission. It is understood that matters subject to the Fire and Police Commission, such as hiring or promotion to Captain or higher ranks or matters expressly delegated by law and which are not in conflict with the terms of this Agreement, shall continue to be administered by the Commission and are not subject to this grievance procedure.

Section 3.8. Grievance Meetings. The grievant shall be entitled to attend any grievance meetings held between the Village and the Union with respect to his grievance that the Union has decided to appeal, and shall be released from duty with pay, if such meeting is scheduled during the grievant's scheduled work hours.

Section 3.9. Appeal of Discipline. The employee may file a written reply to any reprimand. Except for oral reprimands, a grievance may be filed as to disciplinary actions instituted against an employee, in accordance with the procedures set forth in Article III of this Agreement. Grievances regarding written reprimands may not be appealed beyond Step 3 of the grievance procedure contained in Article III of this Agreement. However, if the Village seeks to use a written reprimand for imposition of more severe discipline, and the original discipline was grieved, the merits of the written reprimand may be raised by the employee in arbitration.

- A. Discipline by the Fire Chief. If the discipline is within the authority of the Fire Chief (oral reprimands, written reprimands, or suspensions of not more than five (5) consecutive calendar days), the following steps will apply:
 - 1. The Fire Chief shall serve a written notice of the reprimand or suspension to the employee involved and submit a copy to a Union Steward.

2. Upon receipt of the notice, if the employee seeks to appeal the disciplinary action (excluding oral or written reprimands), the Union may file a written grievance within the time limits provided in Article III of this Agreement (*i.e.*, fourteen (14) days after the service of the Chiefs notice upon the employee). The grievance shall be commenced at Step 4 of the grievance procedure set forth in Article III of this Agreement. If the Union decides to file a grievance, and if the discipline is sustained by an arbitrator's decision, neither the Union nor the employee shall have any further right to contest such discipline before the Board of Fire and Police Commissioners. If the Union decides not to file a grievance, and the discipline issued was a suspension of five (5) calendar days or less, the employee may file an appeal with the Board of Fire and Police Commissioners within the same time limits (*i.e.*, fourteen (14) days after the service of the Chiefs notice upon the employee). The employee shall have no other option to use the grievance/arbitration procedure regarding that discipline if the Union has declined to file a grievance. Selection by the Union or employee of one process shall constitute a waiver of the other.

B. Suspensions Over Five (5) Calendar Days or Discharge. If the discipline proposed is beyond the authority of the Fire Chief and within the authority of the Board of Fire and Police Commissioners, the following steps will apply:

1. The Fire Chief shall serve a written notice of the proposed discipline to the employee involved and submit a copy to a Union Steward.
2. Upon receipt of the notice, if the employee seeks to appeal the disciplinary action (excluding oral reprimands), the Union may file a written grievance within the time limits provided in Article III of this Agreement (*i.e.*, fourteen (14) days after the service of the Chiefs notice upon the employee). If the Union decides to file a grievance, the hearing before the Commission shall be waived and the Commission shall enter the discipline requested by the Fire Chief: without the need to provide an evidentiary basis to the Commission. The Commission's order shall be grieved in accordance with Step 4 of the grievance procedure set forth in Article III of this Agreement. Pending arbitration of the grievance, the Fire Chief may immediately implement the penalty requested by the Chief and ordered by the Commission. Neither the Union nor the employee shall have any further rights to contest such charges and penalty before the Board of Fire and Police Commissioners, but their exclusive remedy shall be via the grievance and arbitration procedure set forth in Article III of this Agreement.

If the Union decides not to file a grievance within the fourteen (14) day period provided above, the Fire Chief may proceed with filing charges before the Board of Fire and Police Commissioners, and the employee may contest such charges before the Board of Fire and Police Commissioners but shall have no other option to use the grievance/arbitration procedure for that discipline.

ARTICLE IV
No Strikes - No Lockouts

The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations. Any or all employees who violate any of the provisions in this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE V
Management Rights

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards and hours of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control and determine the operations or services to be conducted in or at the Fire Department or by employees of the Village; to increase or reduce the number of employees making up a shift and to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or reduce the complement of personnel or relieve employees due to lack of work or for other legitimate reasons, subject to the statutory jurisdiction of the Fire and Police Commission; to make and enforce reasonable rules and regulations, including rules regarding upkeep and wearing of uniforms; to change methods, equipment or facilities, including automobiles and equipment therefore; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement.

ARTICLE VI
Wages and Benefits

Section 6.1. Salary Schedule. The following annual salaries shall, at a minimum, be as stated and be in effect for the Firefighter/Paramedics and Lieutenant/Paramedics May 1, 2024 through April 30, 2027. Step movement shall occur on the non-probationary employee's annual anniversary date. For Lieutenant/Paramedics, the annual employment anniversary will be the anniversary of their promotion into this rank.

Firefighter/Paramedics hired with a minimum of two full years, but no more than three full years working as a full-time Firefighter/Paramedic in another municipality with a State of Illinois OFSM Basic Operations Firefighter certification, Fire Apparatus Engineer certification, and Class B-Non CDL Driver's License are eligible to be started at Pay Step 2 upon hire. Firefighter/Paramedics hired with a minimum of three full years or more working as a full-time Firefighter/Paramedic in another municipality with a State of Illinois OFSM Basic Operations Firefighter certification, Fire Apparatus Engineer certification, and Class B-Non CDL Driver's License are eligible to be started at Pay Step 3. Firefighter/Paramedics hired at a higher pay step are still required to complete a twelve-month probationary period, with step movement occurring on the non-probationary employee's annual anniversary date. These employees will advance annually to the next step on his/her non-probationary annual anniversary date.

The Village, on a one-time, non-precedential basis, will provide a market adjustment to Firefighter/Paramedics and Lieutenant/Paramedics wage rates beginning May 1, 2024, as provided below. Compensation for FY 2024-25 includes the deletion of the separate Holiday payout and adds these wages to the base rate paid to covered employees. The annual increase effective for May 1, 2025 will be 3.25%, and the annual increase effective for May 1, 2026 will be 3.25%. The step plan and wages are retroactive to May 1, 2024.

Firefighter/Paramedics	May 1, 2024	May 1, 2025	May 1, 2026
	Market Adjustment	3.25%	3.25%
Step 1	\$72,823.35	\$75,190.11	\$77,633.79
Step 2	\$79,377.44	\$81,957.21	\$84,620.82
Step 3	\$86,521.41	\$89,333.36	\$92,236.69
Step 4	\$94,308.34	\$97,373.36	\$100,537.99
Step 5	\$102,796.08	\$106,136.95	\$109,586.40
Step 6	\$112,047.73	\$115,689.28	\$119,449.18
Lieutenant/Paramedics			
Step 1	\$119,610.95	\$123,498.31	\$127,512.01
Step 2	\$123,199.28	\$127,203.26	\$131,337.37
Step 3	\$126,895.26	\$131,019.36	\$135,277.49

In addition, probationary employees are eligible to receive reimbursement for applicable tuition and textbook expenses the Employee paid to attend paramedic school upon completion of their probation. To be eligible for this reimbursement, the employee must:

- Successfully complete their probationary period with the Village of Westchester Fire Department.
- Have graduated from a recognized paramedic program within three (3) years prior to their completion of probation, measured back to their actual paramedic program graduation date.
- Submit a written request for paramedic program reimbursement to the Fire Chief within 30 calendar days of probation period completion. This written request must be submitted along with proof of payment of tuition and textbook expenses for the paramedic program. Once approved, the Fire Chief will submit to the Finance Department for processing.
- Failure to submit a written request with required documentation will be considered a waiver of this benefit.

This provision shall apply to currently employed Firefighter/Paramedics hired by the Village of Westchester within the last three (3) years of the execution of this contract (May 1, 2021), as long as they qualify under the remaining eligibility criteria provided above.

Firefighter/Paramedics shall be required to reimburse the Village for this incentive if such employee does not remain in the employment of the Village for forty-eight (48) months from the date of hire, unless such employee is terminated for cause by the Village. Employee reimbursement shall be in the amount of one hundred percent (100%) of the incentive cost, if such employee remains employed by the Village for less than forty-eight (48) months. Acceptance of this incentive shall constitute authorization for the Village to withhold such amounts from the employee's final compensation.

The Village and the Union recognize and agree that because employees must apply to receive this

reimbursement, it is not “salary attached to rank” and is not considered pensionable income. Therefore, pension contributions shall not be deducted from this incentive payment. Per IRS regulations, required taxes and withholdings shall be deducted for reimbursement exceeding the IRS limit at the time reimbursement is issued, which is currently \$5,250.00 as of May 1, 2024.

Section 6.2. Insurance.

Section 6.2.1. Coverage and Contributions. The Village shall provide for each employee a term life insurance policy in an amount of fifty thousand dollars (\$50,000.00). In addition, the Village shall provide for each employee accidental death and dismemberment insurance in the same amount at the Village's expense. The Village shall allow employees collectively to purchase at the employee's expense additional life insurance or accidental death and dismemberment insurance in accordance with Village established programs. Premiums for this additional coverage shall be paid through regular payroll deductions on a bi-monthly basis.

At the request of any employee, the Employer shall provide single, employee and spouse, employee and children, or family coverage under the HMO, PPO, or Health Reimbursement Arrangement (HRA) PPO health insurance plans, and/or the dental insurance policy. If a new or additional health and/or dental insurance plan is introduced by the Village to employees after the signing of this agreement, covered employees will be eligible to participate in those offerings as well, provided that the new or additional plan is of equal or higher quality compared to the current comprehensive high-quality PPO and HMO insurance offerings. Effective May 1, 2024, the Employer will pay eighty-five percent (85%) of the cost of such coverage, and the employee will pay an amount equal to fifteen percent (15%) of the cost through payroll deductions. With regard to the HRA, the reimbursements by the Village shall be up to \$2,000.00/single and \$4,000.00/family. The Village shall be required to require such reimbursements to be paid within thirty (30) days of the transmittal of the request to the Village's third-party administrator.

The current tax-deferral program; under Section 125 Cafeteria Plan of the Internal Revenue Code, that permits employees covered by this Agreement the opportunity to defer the tax consequences of contributing to health insurance premiums and other eligible tax deferrals, will remain in effect. The Village maintains the right to change insurance carriers or to otherwise provide for coverage as long as the level of benefits remains substantially the same. Any changes proposed will be first reviewed with the Employee Review Committee.

The Union shall select two (2) representatives who may participate in the Employee Review Committee. The Committee shall meet at various times throughout the year to 1) discuss existing problems with the health insurance coverage and service; 2) explore and examine the viability of alternative health insurance plans or the renewal of the existing plans; or 3) review ways in which to reduce costs in health insurance levels and coverage. The Village has the discretion to add as many employee groups to the Committee as it deems appropriate. The authority of the Committee is limited to an advisory role and its actions and existence shall not infringe upon the rights of the Village or the rights of the employees, as set forth herein.

Section 6.2.2. No Coverage Alternative. Firefighter/Paramedics and Lieutenant/Paramedics electing to waive health and dental insurance coverage provided by the Village or reduce the level of coverage currently utilized are eligible to receive a stipend for obtaining coverage elsewhere or reducing coverage needed with the Village. To be eligible for an insurance waiver stipend, employees will need to provide Human Resources proof of coverage elsewhere annually. Insurance waiver payments are as follows:

- Transition from Family to Employee + Child(ren) - \$3,000 annually
- Transition from Employee + Spouse to Employee only - \$3,000 annually
- Transition from Employee to no coverage - \$3,000 annually
- Transition from Family to Employee only - \$5,800 annually
- Transition from Employee + Spouse to no coverage - \$5,800 annually
- Transition from Family to no coverage - \$8,200 annually

Stipends will be divided and paid in equal installments over each payroll cycle throughout the year and will continue as long as the employee and their dependents are eligible for coverage. Stipend payments will begin the first payroll cycle the waiver of coverage or reduction in coverage is in full effect. Employees under 26 with access to their parent(s) health insurance are not eligible for opt out payment. Employees who have opted out will be allowed to return to a Village sponsored health insurance plan on an annual basis during open enrollment or for a qualified life event.

Section 6.3. Hours of Work and Overtime.

Section 6.3.1. Hours of Work. The normal shift schedule for all bargaining unit members shall be twenty-four (24) consecutive hours of duty, beginning at 8:00 a.m., unless a different time is mutually agreed by the Union and the Village (e.g., 7:00 a.m.), followed by forty-eight (48) consecutive hours off-duty. In addition, all Firefighter/Paramedics and Lieutenant/Paramedics covered by this Agreement who normally work twenty-four (24) hour shifts and who are not in probationary status as of that date shall be entitled to be scheduled off without loss of pay for thirteen (13) twenty-four (24) hour shifts each year on which they would have otherwise been scheduled to work. These scheduled twenty-four (24) hour shifts off shall be assigned by the Chief.

Section 6.3.2. Overtime. Employees shall be placed on twenty-seven (27) day work periods for FLSA overtime purposes. All twenty-four (24) hour shift employees shall be paid overtime for all work beyond their normally scheduled shifts and for any hours worked in excess of the FLSA maximum of 204 hours in a twenty-seven (27) day work period. Overtime work shall be compensated at one and one-half (1.5) times the employee's straight time hourly rate of pay. However, any employee who is normally scheduled to work forty (40) hours per week rather than twenty-four (24) hour shifts shall be paid one and one-half (1.5) times his regular straight time hourly rate of pay for overtime worked in excess of forty (40) hours in his work week. The straight time hourly rate of pay shall be calculated based on 2,608 annual paid hours for employees assigned to twenty-four (24) hour shifts and on 2,080 paid hours for an employee assigned to a forty (40) hour week.

Section 6.3.3. Compensatory Time. In lieu of receiving overtime compensation, Firefighter/Paramedics and Lieutenant/Paramedics may elect, with the approval of the Fire Chief or his designee, to take compensatory time off. This compensatory time off will also be for work performed in excess of 204 hours in a work period, and shall be compensated at one and one half (1.5) time off. In consideration of the Village offering this limited compensatory time, the Village and the Union agree, in furtherance of Section 7 (o)(S) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which they agree would constitute an "undue disruption" of the Department's operations. This banked compensatory time may be used to take time off at a future date

when the leave calendar might otherwise be full and prevent normal scheduling of time off.

The following procedures shall be followed for utilizing the Compensatory Time options:

- A. Accrual Limits: Subject to the limitations contained hereinafter, employees may receive, in lieu of overtime compensation, compensatory time off at a rate of one and one-half hours for each hour of employment for which overtime compensation is required by this Agreement. Time shall be banked at a rate of 1.5 times the number of hours worked (*e.g.*, 24 hours worked equals 36 hours banked). A maximum of 120 hours may be held in the bank at any one time, and no more than 120 hours may be carried over from one calendar year to the next.

If the full amount of compensatory time that is earned would cause the balance accrued to exceed the maximum 120 hours, only that which will bring the balance to 120 hours will be banked and the remainder will be paid as overtime.

- B. Notice of Banking Compensatory Time: When an employee elects to bank compensatory time, the employee shall notify the Shift Commander on the same date that such compensatory time is earned.
- C. Requesting to Use Compensatory Time: Compensatory time slots shall be available on each duty day, except whenever an emergency is declared by the Village Manager or Fire Chief. In order to request to use compensatory time, the employee must have the time in the bank. The time must be requested for a minimum of eight (8) hours, if it creates pre-scheduled overtime, except as provided hereinafter. A Request to Use Compensatory Time form shall be completed by the employee and submitted to the Shift Commander. All requests will be recorded with the date and time they are received.

In general, the employee should provide as much advanced notice of the request as possible, but not more than thirty (30) days in advance of the requested date. The employee must notify his/her Shift Commander of the request, no later than 7:00 a.m. on the requested date if it creates overtime.

- D. Unduly Disruptive Days: If a call-back or hold-over is necessary to cover the employee's requested time off (i.e. the employee's leave will cause the shift to fall below the established minimum shift staffing) the Fire Chief or his/her designee shall so advise the employee. All overtime procedures currently in effect shall apply, in order to fill vacancies caused by a compensatory time request, except as expressly modified by this Article. Employees shall not be forced back to work or forced to holdover on the following days: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, and New Year's Eve. It is agreed by the parties that the implementation of such overtime procedures will necessitate additional administrative and operational efforts, in order to fill such compensatory time slot, thus causing undue disruption to the Department's operation. If a call-back or hold-over is necessary to cover the employee's requested time off, the parties hereto agree that such request cannot be filled within a reasonable period of time without unduly disrupting the operations of the Fire Department. In such case, the employee shall have the following options:

- (a) to withdraw the request and to resubmit a request for leave at another time that does not cause a call-back or hold-over; or,
- (b) take the leave requested, except on a date when a force back or forced hold-over is not permitted. Those dates where the use of compensatory time is not permitted are the holidays specified above, as well as days where Village of Westchester community events require the Fire Department to be staffed over minimum staffing requirements. Those days designated by the Village shall be submitted to the Union and Fire Department membership with at least sixty days notice prior to the start of the event. It is understood between the parties that the choice of the Employer dates shall not be arbitrary, capricious or unreasonable.

If the leave requested causes a call-back or hold-over, the scheduled employee taking the leave shall be designated as having taken an "unduly disruptive day" and the scheduled employee's Compensatory Time Bank shall be reduced by time and one half for each hour granted off (e.g., 24-hour call-back at time and a half equals 36-hour reduction in Compensatory Time Bank). A request will be deemed an "unduly disruptive day" regardless of whether the need for a call back or hold-over became apparent at the time of the request or subsequent to such request (e.g., another employee calling in sick on the requested day). If no call-back or hold-over is required, the request shall not be deemed unduly disruptive, and the employee taking the leave shall have his Compensatory Time Bank reduced hour for hour (i.e. 24 hours off equals 24 hours reduction in Compensatory Time Bank). A request for use of compensatory time for a duration of 8 hours or more for any "unduly disruptive day" day may be approved, but a request for less than 8 hours for an "unduly disruptive day" will not be approved and will be canceled, if previously approved (unless the employee obtains shift coverage from another bargaining unit member) nor can such request be converted on the requested day to a duration of 8 hours or more.

- E. Filling Compensatory Time Requests: Requests for compensatory time use will be prioritized in the order in which they are received.
- F. Cash Out: If an employee elects to cash in banked time for time-and-one-half pay (e.g., 24 hours pay at time and a half results in 36 banked hours being deducted), a Request to Use Compensatory Time Form indicating such shall be completed by the employee and submitted to the Shift Commander (provided as Appendix B). Employees shall not be allowed to carry over more than 120 hours of compensatory time into the next subsequent contract year (May 1-April 30). In addition, bargaining unit members who are promoted to Lieutenant/Paramedic or Fire Captain shall be compensated for all accumulated compensatory time at the rate of pay attached to the lower rank of the employee on the last day prior to such promotion, as a condition of promotion to such rank of Lieutenant/Paramedic or Captain (i.e. a newly promoted Lieutenant/Paramedic or Captain shall not carry over any compensatory time into the new rank). In addition, each October, an employee may use up to three (3) days of accumulated compensatory time paid directly into the Village of Westchester's 457 plan. Members must submit this request by September 1st, with the request form provided as Appendix B.
- G. Indemnification: In consideration of the Employer's agreement to allow employees to establish compensatory time banks and to schedule compensatory time in accordance with the terms and conditions of this Section, the Union agrees to the following:

- (a) Subject to the parties' agreements and adoption of the alternative procedure described in paragraph (b), the Union and its bargaining unit members agree to defend, indemnify, save and hold harmless the Village, its officers, agents and employees, from any and all damages, costs, expenses and penalties arising from any complaint or allegation that these restrictions on the use of compensatory time do not comply with Section 7(o)(5) of the Fair Labor Standards Act regarding the use of compensatory time.

- (b) Any and all disputes that may arise between the parties as to the administration of this Section shall be resolved through the grievance arbitration procedure, ARTICLE VIII of this Agreement, except that such grievance shall be filed at Step 3. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this Section is based upon the authority vested in them under §§8 and 1 5(b) of the Act, 5 ILCS §§3 I 5/8, 3I 5/15(b). Such agreement is also made in reliance upon the Supreme Court's decision in *14 Penn Plaza LLC v. Pyett*, 129 S. Ct. 1456, 186 LRRM 2065 (2009), and the parties agree that such disputes shall include claims or allegations that any restrictions on the use of compensatory time available to employees from their Compensatory Time Banks, as established under this Section, do not comply with §7(o)(5) of the FLSA, 29 USCA §207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable § 7 (o) standards of the FLSA, the cash value of any time due in dispute, based on the then applicable overtime rate or awarding additional compensatory time off and that the arbitrator shall have no authority to award any attorney's fees or any penalties against the parties.

Section 6.4. Uniform Allowance. Effective May 1, 2024, the Village will be responsible for providing new probationary employees with their initial uniform set, defined in Appendix C. A uniform allowance of \$1,000.00 net per year shall be paid to all non-probationary members covered by this agreement in one lump sum for the sole purpose of purchasing and maintaining uniforms. The uniform allowance shall be paid on or before June 15th in each fiscal year in a separate check. This amount will be prorated in the first year after an employee completes their probationary period, based on their respective date of hire and the issuance of the uniform allowance (IE if an employee was hired in September and successfully completes their probation in 12 months, their first-year uniform allowance would be the equivalent of 9 months). Any employee who leaves the Village's employ prior to the end of the fiscal year and who received the full uniform allowance shall make proper reimbursement to the Village on a prorata basis. For purposes of this section, the prorata basis shall be in month increments.

If the Village or the Fire Chief changes the entire current uniform policy, the members shall be given twenty-four (24) months to comply with new uniform standards through their annual uniform reimbursement. If the Village desires to have the transition happen more quickly, another uniform check will be issued within 30 days of the Village's decision to compensate for additional cost of all new uniforms.

EMS shorts shall be allowed to be worn with safety toe footwear from May 1- September 30, if the member so chooses. If there is any unseasonably warm weather outside of those dates, shorts shall be allowed at the discretion of the fire chief or their designee.

Section 6.5. Working Out of Classification. If a Firefighter/Paramedic or Lieutenant/Paramedic is assigned and performs the duties of an acting officer/captain for eight (8) or more hours on a shift, the Firefighter/Paramedic or Lieutenant/Paramedic shall receive one 1.5 hours additional hour of straight time compensation for acting out of classification, but shall receive 3 hours of straight time compensation, if acting out of classification for 24 hours. On each shift. Firefighter/Paramedic on the Lieutenants' promotion list shall be given preference, in the order as appearing on the promotion list. for such assignment as acting officer. If no Firefighter/Paramedic a on shift is on such promotion list, then acting officer Firefighter/Paramedic shall be assigned at the discretion of the supervisor. If there are no Firefighter/Paramedics assigned to a particular shift appearing on a new Lieutenants' promotion eligibility list, members will be reassigned by the Fire Chief based on the Shift Bidding process described in Appendix D-Shift Bidding Process, attached hereto.

Section 6.6. Holidays. Three (3) days of holidays shall be provided, which shall equal one 24-hour work period, for which holidays the Village shall not be obligated to pay any holiday pay, and which holidays shall be granted in accordance with the vacation rules and policy of the Village of Westchester, Illinois, Fire Department.

Additionally, commencing upon execution of this Agreement, any bargaining unit member who works a full shift on one of the following holidays (for the shift commencing on such holiday) shall receive twelve (12) additional hours of pay (to be prorated if less than a full shift is worked):

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Juneteenth	July 4th
Labor Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve
Christmas	Day New Year's Eve

Section 6.7. Vacation Schedule. Firefighter/Paramedics and Lieutenant/Paramedics covered by this Agreement shall be entitled to vacation as follows:

Continuous Service	Len2th of Paid Vacation
After 12 months	2 weeks (5 days)
After 24 months	2 weeks (5 days)
After 36 months	2 weeks (5 days)
After 48 months	2 weeks (5 days)
After 60 months	3 weeks (8 days)
After 72 months	3 weeks (8 days)
After 84 months	3 weeks (8 days)
After 96 months	3 weeks (8 days)
After 108 months	3 weeks (8 days)
After 144 months	4 weeks (10 days)
After 192 months	4 weeks+ 1 day (11 days)
After 20 years	4 weeks+ 2 days (12 days)
After 22 years	5 weeks (13 days)
After 24 years	5 weeks+ 1 day (14 days)
After 26 years	5 weeks + 2 days (15 days)

Vacations shall be scheduled by the Village pursuant to a vacation scheduling system, which gives consideration to employee vacation preference consistent with operational needs of the Fire Department. All selections shall be required to be made prior to December 15th. Vacations shall be picked in the following manner:

CAPTAINS AND LIEUTENANT/PARAMEDICS (OFFICERS).

Captains shall pick before Lieutenants and Lieutenant/Paramedics on their respective shifts. This rotation shall be maintained until all vacation picks are made. At this point, the Lieutenant or Lieutenant/Paramedic can make his/her holiday selection. ONLY ONE OFFICER can be off per shift, depending upon whether they are off on an Assigned Day Off, a scheduled vacation day, or a scheduled holiday.

FIREFIGHTER/PARAMEDICS.

Firefighter/Paramedics shall pick in order of Departmental seniority, starting with the most senior Firefighter/Paramedic on each shift. This rotation shall be maintained until all vacation picks are made. At this point, the most senior Firefighter/Paramedic shall make his/her holiday selection.

Vacation picks will take into consideration that there be a minimum of two Firefighter/Paramedics scheduled per shift. ONLY ONE FIREFIGHTER/ PARAMEDIC will be allowed to be scheduled off on vacation or holiday per shift. In accordance with the previously mentioned guidelines, Firefighter/Paramedic vacation and holiday selections shall not be affected by the Captain or Lieutenant/Paramedic vacation or holiday selections.

After the above vacation selection process is completed and approved by the Chief, bargaining unit members shall not be allowed to move vacation days, unless approved in the sole discretion of the Chief, provided that such requests shall not be unreasonably denied, provided that no more than three (3) persons are scheduled off; and further provided that the request has been received by the Chief at least three (3) calendar days in advance, on the Change of Duty form. A Lieutenant/Paramedic may not switch a vacation day, if the new day has an officer scheduled off.

Section 6.8. Definition of a Day.

- (a) Suspension Day. A suspension day is defined as a twenty-four (24) hour day.
- (b) Vacation Day. Definition of Vacation and Days:
 - 2 weeks - Five (5) 24-hour duty days
 - 3 weeks - Eight (8) 24-hour duty days
 - 4 weeks - Ten (10) 24-hour duty days
 - 5 weeks - Thirteen (13) 24-hour duty days
- (c) "Days" in vacation schedule refers to 24-hour days.

Section 6.9. Pension Contributions. The Village will make appropriate arrangements to deduct the Firefighters' pension contributions, pre-tax, at no additional cost to the Village, in accordance with the pension "pick up" authority of the Pension Code.

Section 6.10. Funeral Leave. When a death occurs in an employee's immediate family (i.e., employee's mother, father, mother-in-law, father-in-law, spouse, brother, sister, child, grandparents, brother-in-law, sister-in-law, or grandparents-in-law, stepfather, stepmother, stepbrother, stepsister, grandchildren, or step grandchildren), an employee covered by this Agreement, upon request, will be excused for one scheduled duty day without loss of pay. Employees who are on a light duty schedule of

eight (8)-hour days shall receive up to three (3) scheduled days off without loss of pay.

In an instance where the Village's policy in the currently adopted Personnel Manual (or equivalent) includes additional immediate family definitions not stated above, that will also apply to the employees covered by this agreement.

Section 6.11. Call-Back. An employee covered by this Agreement who is called out to work after having left work shall receive two hours minimum pay. The Department can require the employee to remain on duty for these two hours. This minimum guarantee does not apply if the call-out is immediately before the employee's regular shift.

Section 6.12 FLSA Section 7(g) Compensation. In accordance with Fair Labor Standards Act ("FLSA") Section 7(g), the Union and the Village agree that if the Village in its discretion, hires back bargaining unit members or bargaining unit officers to perform fire inspections, pre-planning activities and public education activities, outside of their regularly scheduled hours of work, such work shall be secondary employment and the normal hourly rate for such work shall be \$20.00 per hour. All assigned hours worked in this position shall be paid at one and one-half (1½) times the straight hourly rate specified in this Section (*i.e.* \$20.00 x 1.5= \$30.00 per hour).

Section 6.13 Specialty Teams Bonus. An employee who is assigned to or who is a part of a division 20 specialty team (fire investigation, drone, water, TRT, etc.) shall receive a yearly bonus of \$1,000.00.

Yearly bonus shall be paid to the employee in a separate check on December 1st of each year provided the employee has maintained all State Certifications related to the team and must attend at a minimum of 50% of team meetings the year prior for the year beginning on January 1st. The minimum thresholds must be met by November 15th of the calendar year. This payment shall be requested in writing, and is attached as Appendix E.

If the employee does not maintain all State Certificates related to the team or does not attend the minimum required meeting; the employee will not receive the yearly bonus for the year prior, but the employee will still be allowed to maintain their status with the division 20 team and will be eligible for the bonus the following year provided they meet the requirements of the bonus.

Section 6.14 Loyola EMS Preceptor Stipend. The Village and the Union understands the importance of teaching future generations of Paramedics and the benefit to allowing Loyola Hospital Paramedic students to participate in EMS training with the Westchester Fire Department and the potential for future Department growth. Therefore, any department member who is the primary Preceptor, defined as the member with direct supervision of the student, for a Loyola Hospital Paramedic student will receive a \$5.00/hour stipend for every hour the student is under their direct supervision.

To be a primary Preceptor the employee must be approved by the Westchester EMS Coordinator, Westchester Fire Chief, and Loyola Paramedic Program Director under the guidelines set forth by Loyola Hospital Preceptor standards.

Section 6.15 EMS Coordinator. An EMS Coordinator will be assigned at the discretion of the Fire Chief. The EMS Coordinator, if a qualified bargaining unit member, shall receive a \$1,000 per year bonus, to be paid in a separate check on December 1st of each year. Additionally, any time spent by the EMS Coordinator in performing EMS coordination work, will be paid at a rate of one- and one-half times the Coordinator's base pay rate.

Section 6.16. Department EVT. A Department Emergency Vehicle Technician will be assigned at the discretion of the Fire Chief. The Department EVT, if a qualified bargaining unit member, shall receive a \$1,000 per year bonus, to be paid in a separate check on December 1st of each year. Additionally, any time spent by the Department EVT in improving the quality of the Department's emergency vehicle service or repairing the same, will be paid at a rate of \$35.14/hour.

Section 6.17 Fire Marshal. A Fire Marshal will be assigned at the discretion of the Fire Chief. The Fire Marshal, if a qualified bargaining unit member, shall receive a \$1,000 per year bonus, to be paid in a separate check on December 1st of each year. Additionally, any Fire Marshal work activity, outside the employee's normal working schedule, shall be paid at the current agreed upon 7G rate.

Section 6.18 Union Duty Relief. The Union and the Village understand Union business may occur during the course of a Union member's normal working schedule. Such business can include but not limited to Union training, Union conferences, Union conventions, Union workshop or any event that would improve the Union or the Union's function. The Village may allow coverage trades between Union members to allow for such events. Union trades shall be at the discretion of the Union, with the approval of the Fire Chief or his/her designee through the crew scheduling system, but not to exceed more than 12 total shift days in a fiscal calendar year. The Village shall not incur any overtime costs due to Union Duty relief days.

Section 6.19 Post Employment Health Savings. The Union requires its members to participate in a Post Employment Health Savings Plan. The Village agrees to make the necessary deductions from each member's paychecks and transfer the appropriate amount to the proper accounts.

If the Union decides to make any changes to the amount of the deduction, the Union will work with the account manager on the proper changes and shall notify the Village at a minimum of 30 days prior changes taking effect. In following IRS rules, changes cannot occur more than once in a given calendar year.

ARTICLE VII

General Provisions

Section 7.1. Exchange of Duty. A Firefighter/Paramedic may submit an advance request three (3) days in advance for exchange of duty so long as each Firefighter/Paramedic can perform the duties of the other Firefighter/Paramedic, and all required authorizations are obtained per departmental policy. Trades shall be granted or denied by the Fire Chief or his designee on a nondiscriminatory basis pursuant to policies established by the Fire Chief and approved by the Village Manager. The denial of any requested trade shall be subject to the grievance and arbitration procedure of this Agreement. In requesting or denying trades, the Chief or his designee may take into account the number of times which the employee has requested a trade and the need to provide adequate fire protection for the Village. The Firefighter/Paramedic due to work as a result of the exchange is responsible for that day. It is his/her responsibility to find a replacement in the event he/she is unable to fulfill his/her obligation. Lieutenant/Paramedics may request duty trades only with the other officers, subject to the procedure set forth above.

Section 7.2. Discussions. Employees may discuss legitimate Union matters while on duty, provided that no such discussion shall take place without permission obtained from the Captain or Chief between 8:00 a.m. and 5:00 p.m. Monday through Friday, or between 8:00 a.m. and 12:00 noon on Saturday and Sunday, or at other times when it would interfere with the normal and efficient operation of the Department.

Section 7.3. Incidental/Personal Leave and Long-Term Sick Leave.

Section 7.3.A. Incidental/Personal Leave. The Village will provide non-probationary employees seven (7) 24-hour days of Incidental/Personal Leave on an annual basis, provided on January 1st. During the first year of this agreement, covered employees hired prior to May 1, 2024, will receive 112 hours (4.66 days) of Incidental/Personal leave upon contract execution. Any time taken for the purposes defined below prior to May 1, 2024, will not be charged against this leave bank. Any time taken for the purposes defined below after May 1, 2024, will be charged against this leave bank. The first full allotment of 7 days will be provided January 1, 2025.

Probationary employees do not receive these days during their probationary period and will receive these 7 days in the year their probationary period is completed. In lieu of Incidental time, Probationary employees will be provided two (2) 24-hour sick days during the probationary period to use, if necessary. Any sick days remaining upon completion of the probationary period will be paid out following the same method provided for Incidental/Personal leave defined below.

In exchange for this annual leave, employees covered by this agreement voluntarily and knowingly waive their rights to leave provided under 820 ILCS 192, commonly known as the Paid Leave for All Workers Act. Employees covered by this agreement understand that they will not be entitled to any paid leave benefits mandated by the Paid Leave for All Workers Act for the duration of their employment with the Village of Westchester.

Incidental/Personal Leave may be used for illness, disability or medical appointments that cannot be scheduled during off-duty hours, or as deemed necessary by the Firefighter/Paramedic or Lieutenant/Paramedic. A Firefighter/Paramedic or Lieutenant/Paramedic shall report any use of Incidental/Personal leave for illness purposes no later than sixty (60) minutes prior to their scheduled starting time.

If an illness or medically related absence is longer than one (1) day, but no more than two (2) days, the employee shall keep their immediate supervisor informed of the condition and anticipated return to work date. Employees absent for three (3) or more consecutive days for illness or medically related absence will trigger the Long-Term Sick Leave provision, provided below in 7.3.B. In this instance, the first two (2) days of leave due to illness or other medical reason will still be charged as Incidental/Personal Leave time used. If Incidental/Personal Leave is exhausted, the first two (2) days of leave can be used from the Long-Term Sick Leave bank, as long as the documentation provisions provided in 7.3.B are followed.

If a Firefighter/Paramedic or Lieutenant/Paramedic does not utilize all of the Incidental/Personal days in a calendar year, up to five (5) days can be added to the Long-Term Sick Leave Bank or paid out at the current regular hourly rate directly into a previously established Village of Westchester 457 retirement account or paid out at the current regular hourly rate, similar to a compensatory time payout, at the end of the calendar year. Firefighter/Paramedics or Lieutenant/Paramedics must submit a request in writing to the Fire Chief or their designee no later than December 1st, to be processed on the last payroll of the calendar year.

Incidental/Personal time that has been earned and unused for the year will be paid out at the current regular hourly rate upon employment separation if the Firefighter/Paramedic or Lieutenant/Paramedic does not elect it to be rolled into the Long-Term Sick Leave bank.

Section 7.3.B. Long-Term Sick Leave. Effective May 1, 2024, all Firefighter/Paramedics or Lieutenant/Paramedics covered by this agreement will be transitioned to a Long-Term Sick Leave plan, replacing the Disability Policy previously established on January 1, 1979. This Long-Term Sick Leave will be paid at the Firefighter/Paramedics or Lieutenant/Paramedics current hourly rate.

To establish the Long-Term Sick Leave bank, effective May 1, 2024, Firefighter/Paramedics or Lieutenant/Paramedics will be provided an equivalent of seven (7) 24-hour days per year of service, based on their date of hire, rounded up to the next full year of service (IE 11.5 years of service would constitute twelve (12) years of service) for this sole purpose.

After establishment, non-probationary employees covered by this agreement will accrue seven (7) 24-hour days of Long-Term Sick Leave each January 1st, commencing on January 1, 2025. The maximum amount of Long-Term Sick Leave that can be accrued by an employee covered by this agreement is one hundred fifteen (115) 24-hour days.

Under the Long-Term Sick Leave plan benefit time provided can only be earned via annual accrual or conversion of Incidental/Personal time stated above.

Long-Term Sick Leave shall be utilized for FMLA qualified events, starting on the third day of concurrent absence. Upon becoming aware of any qualifying FMLA event, the employer will automatically initiate the process for Long-Term Sick Leave. Long-Term Sick Leave usage requires completion of the appropriate FMLA paperwork and will not be applied until the FMLA request is approved. If there is a delay in FMLA paperwork completion, Long-Term Sick Leave can be applied retroactively, and other paid leave used to cover the delay will be credited back to the employee. This leave will run concurrently with FMLA leave and can be utilized with regular and intermittent FMLA approved leave.

At 20 years or more of service as a Firefighter/Paramedic or Lieutenant/Paramedic with the Village of Westchester, a maximum of forty (40) 24-hour days can be cashed out upon retirement, paid directly into one or more previously established retirement accounts (IE 457, Roth, Retirement Health Savings account, etc.) with the Village of Westchester, or into any other qualified plan for the benefit of the member. In following IRS rules, changes cannot occur more than once in a given calendar year. Members must submit a revocable retirement letter by February 1st prior to the fiscal year in which the retirement is effective for budgetary purposes. The retirement date must be effective within the following fiscal year. If the member rescinds their letter of retirement, the notice of retirement provided is no longer valid and a new retirement letter must be submitted by February 1st for retirement in the next fiscal year.

A non-probationary employee with more than one (1) year of service as a Firefighter/Paramedic or Lieutenant/Paramedic may be advanced their annual Long-Term Sick Leave accrual for the following year if all paid time off options have been exhausted. A request for this leave advance must be made in writing to the Village Manager and shall be determined and approved by the Village Manager, at his/her sole discretion.

Effective May 1, 2024, a Firefighter/Paramedic or Lieutenant/Paramedic may be eligible to receive donations of paid leave to be included in the employee's long-term sick leave balance if they or their qualified dependents, as defined by the Family Medical Leave Act (FMLA), suffered an illness or injury qualifying under the FMLA which prevents the employee from being able to work.

Eligibility:

- A. The tenured recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Administration Department.
- B. The recipient employee is not eligible so long as s/he has paid leave available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. The appropriate FMLA medical verification documentation for the employee or qualified dependent must be already provided and on file with the Village.
- D. A recipient employee is eligible to receive one hundred fifteen (115) 24-hour working days of donated time throughout their entire employment, unless additional time is allowed in extreme circumstances at the Village Manager's discretion. Donations shall be made in 24-hour full-day increments of time according to their current shift hours and are irrevocable. Employees may donate unlimited amounts of time, as frequently as the employee wishes to donate.
- E. The donor employee may donate incidental/personal time, vacation time, compensatory time, or long-term sick leave, which shall be converted only to recipient employee's long-term sick leave balance and all long-term sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- F. The donor's hourly value will be converted to the recipient's current hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
- G. Donated time must be used by the recipient employee within twenty-four (24) calendar months. Donated time cannot be paid out if or when employment ends.
- H. The determination of the employee's eligibility for Long Term Sick Leave donation shall be based on the eligibility for protected leave under the FMLA.

The form for employee time donation is attached as Appendix F.

Section 7.4. Union Bulletin Boards. The Village will make available one bulletin board at each fire station to be used for the posting of notices of Union meetings, Union elections, other official Union activities, and labor relations information; provided, however, that no notices of a partisan, political, or inflammatory nature shall be posted. All notices will be submitted to the Fire Chief for posting.

Section 7.5. Educational Incentive. A one-time incentive payment of \$750.00 shall be made to each Firefighter who evidences receipt of two (2)-year college certificate or degree from an accredited school and received a minimum grade of "C" (or its numerical equivalent) while employed by the Village. An additional one-time incentive payment of \$1,500.00 shall be made to each Firefighter who evidences receipt of a four (4)-year college degree from an accredited school and received a minimum grade of "C" (or its numerical equivalent) while employed by the Village. Proof of grade must be provided via official transcript before an incentive payment is made. Incentive requests must be made within one year of graduation. Additional one-time incentive payments shall be made to each firefighter

who obtains OFSM Company Fire Officer or OFSM Advanced Fire Officer certification or the Illinois Office of the State Fire Marshal ("OSFM") equivalent, provided that the firefighter voluntarily obtains such certification, rather than being assigned by the Village to attend training classes in order to obtain such certification(s). Such incentive payments shall be \$500.00 for Company Fire Officer or the Illinois OSFM equivalent and \$750 for Advanced Fire Officer or the Illinois OSFM equivalent. All requests for educational incentive payments must be submitted to the Fire Chief within six months of the Employee's receipt of his/her training certification.

Section 7.6. Light Duty. The Village and Union agree to abide by the light duty provision in the Village of Westchester Personnel Policy Manual with the following stipulations. Employees may request to be placed on light duty to the extent that the Village determines such work is available within the Village. Members may be placed on light duty for both on the job injuries and non-duty related disabilities or injuries. If it is determined that the policy is applied in a discriminatory manner, the Union may file a grievance under the grievance and arbitration procedure. It is understood, however, that light duty assignments and procedures can be tailored to the individual medical needs of the employees and the work needs of the Village and Fire Department.

Section 7.7. Physical Exam.

(a) Annually or every other year the Department may adopt a policy for employee physical examinations, in order to determine a Firefighter's continuing ability to perform his regular job duties. The employee shall utilize the wellness portion of their health insurance to pay for the exam. At no time shall the employee be responsible for any out-of-pocket cost for such physical exam. The Village shall be responsible for the cost of any physical for any employee that does not carry insurance through the Village. Physical exams shall be scheduled to ensure that the daily staffing level is maintained. The primary purpose of exams shall be preventative medicine and wellness emphasis and only in clear cases will be used to determine physical inability to perform regular job duties.

(b) The results of an employee physical examination will not be submitted to any representative of the Village, unless the medical finding is that the employee is medically unable to perform his job, in which event the information from the physician will be submitted directly to the Village Manager and to no other representative of the Village. If the employee does not pass such examination and the Village determines the employee is physically unable to work, the Village will pay for a second medical examination by a physician chosen by the employee or the Union. If the medical opinions are in disagreement, the Village will pay for a third medical examination by a physician selected by the first two physicians, and the decision of the third physician shall be controlling. If an employee is determined medically unable to perform his job function and the employee seeks a disability pension from the Fire Pension Board and the employee's application for disability pension is denied, the decision of the Pension Board shall be controlling, and the employee shall be returned to work.

(c) **Voluntary Physical Fitness Program.** The unique environment and high demands of firefighting and other associated emergencies require above-average levels of physical fitness. The Westchester Fire Department believes in and encourages all members to participate in regular physical fitness activities to ensure their physical agility and well-being. The Department shall allow members to participate in the program after 1500 hours on weekdays and after 1300 hours on weekends or weekday holidays, with the prior approval of the shift commander or Chief. In order to participate in the Physical Fitness Program, members shall be required to provide the Department with a statement from a medical doctor that the member is cleared to participate in such program.

Section 7.8. Personal Car Washing and Vehicle Maintenance. Members will be allowed to wash and/or provide maintenance on their personal vehicles while on duty, with the prior approval of the shift commander or Chief. Times shall be after 1700 hours on weekdays and after 1300 hours on weekends or weekday holidays.

Section 7.9. Contracting or Subcontracting. The Village shall comply with the provisions of 65 ILCS 5/10-2.1-4 and 65 ILCS 5/10-2.1-6.3 regarding temporary or permanent substitutes for Firefighter/Paramedics/ Lieutenant/Paramedics. Such provision provides in relevant part that a "person who has not qualified for regular appointment... [*i.e.*, received a certificate of appointment from the Westchester Fire and Police Commission] ... shall not be used as a temporary or permanent substitute for a classified member of a municipality's fire department. During the term of this Agreement, the Employer agrees not to contract out or subcontract any work currently performed by the Employees covered by this Agreement. This shall not preclude the Village from consolidating the Village's Fire Department with another fire department, or from eliminating the Village's Fire Department (*e.g.* entering into an intergovernmental agreement with another fire department to provide work currently performed by the employees covered by this Agreement; ceasing the operation and maintenance of a fire department, pursuant to 70 ILCS 705/15b, or by referendum, or pursuant to S.B. 1681; formation of a fire protection district under the Fire Protection District Act).

Section 7.10. Secondary Employment. Members of the Fire Department shall devote their entire time to the business of the Fire Department, if so required. However, other part-time occupations may be authorized by the Fire Chief or his designee, provided such part-time employment does not interfere in any way with the duties of the Fire Department; and further provided that such part-time employment shall first be fully explained and submitted to the Fire Chief or his designee for approval. A copy of the "Record of Secondary Employment" form, which is to be utilized for this approval, is attached hereto as Appendix "G."

Effective January 1, 2015, no employee shall perform firefighting and/or EMS duties for pay in rank for any other employer. This restriction is based on the following factors:

1. The provision of fire protection services to the public is a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment or supervision may threaten the health and well-being of employees and the public.
2. Employees who perform fire protection duties as a second job are subject to increased exposure to hazardous conditions that risk a great incidence of illness or injury. Consequently, the performance of such duties for other municipalities could adversely affect an employee's ability to perform fire protection duties for the Village of Westchester.
3. State statutes have established a presumptive causal relationship between an employee's fire suppression duties and several disabilities an employee may develop. The Village of Westchester, its pension funds and its taxpayers are financially liable for the employee's duty disability benefits and have a duty to be sure that such disabilities are the result of the employee's work for the Village of Westchester and not for another secondary employer.

Section 7.11. Firefighter/Paramedic and Lieutenant/Paramedic Reimbursement Obligation. Firefighter/paramedics who are hired on or after September 1, 2015 shall be required to reimburse the Village for the following training expenses: the costs of the training academy or any other training required by the Village which such employee attended; specially ordered uniforms; and safety/turnout gear, if such employee does not remain in the employment of the Village for forty-eight (48) months from the date of hire, unless such employee is terminated for cause by the Village. Such reimbursement shall be in the amount of one hundred percent (100%) of the costs, if such employee remains employed by the Village for less than forty-eight (48). Such employees shall be required to execute an authorization form allowing the Village to withhold such amounts from the employee's final compensation. Any Lieutenant/Paramedic required to attend CFO training or training equivalent to the CFO training, shall be required to reimburse the Village for all tuition expenses if such employee does not remain in the employment of the Village for two (2) years after the training has been completed.

Section 7.12. Certificate of Appointment. The Village agrees that members of the bargaining unit shall be furnished with a certificate of appointment upon hiring or promotion.

ARTICLE VIII

Drug and Alcohol Testing

Section 8.1. Statement of Policy. It is the policy of the Village of Westchester that the public has the absolute right to expect that persons employed by the Village in its Fire Department will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the Firefighters or the Fire Department.

Section 8.2. Prohibition. Firefighters shall be prohibited from:

- A. Consuming or possessing alcohol and/or cannabis at any time during or just prior to the beginning of the workday or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the Firefighter's personal vehicle while engaged in Village business; or being under the influence of alcohol or cannabis or any illegal drug while on duty.
- B. Possessing, using, selling, purchasing or delivering any illegal drug or cannabis at any time and at any place except as may be necessary in the performance of duty.
- C. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.
- D. The Department and Local recognize the ever-changing laws regulating cannabis and agree to bargain in good faith should the Federal or State laws change or should the testing for impairment due to usage of marijuana become more accurate.
- E. Employees covered by this Agreement are prohibited from voluntarily possessing or using cannabis in any form, on or off duty, even though Illinois law may permit certain individuals to possess and use cannabis. However, the employer may not take adverse action against an employee based solely on the lawful possession or consumption of cannabis by people residing in the employee's household or by any other person in the employee's presence.

Section 8.3. Drug and Alcohol Testing Permitted. In order to help provide a safe work environment and to protect the public by insuring that Firefighters have the physical stamina and emotional stability to perform their assigned duties, the Village may require a urinalysis, blood test, or other appropriate test of any employee who has given reasonable cause to suspect that he or she is under the influence of an illegal drug, cannabis, or alcohol; or who has been involved in an accident in which a fatality occurred; or who has been involved in an accident in which the employee may be at fault involving a reportable injury to a Firefighter or another party, or damage to fire department equipment of at least \$1,000; or where the employee commits a serious rules violation in connection with a fire; or where the employee has a very poor attendance record.

An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent will result in discipline up to and including discharge, in the Village's discretion, for a first refusal. However, the employee may contest through the grievance procedure whether there were sufficient grounds in accordance with the preceding paragraph to request the employee to submit to a test. The Village shall designate the time and place for testing.

No employee may be required to submit to more than two tests within a twelve (12) month period solely because of very poor attendance.

Section 8.4. Test to be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

(a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) Collect a sufficient sample of the same bodily fluid or material from a Firefighter to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the Firefighter.

(d) Collect samples in such a manner as to preserve the individual Firefighter's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. There shall be no direct visual observation of an employee while providing a urine specimen except if there is specific reason to believe that a particular individual may alter or substitute the specimen to be provided. In the latter case, observation shall be by a member of the same sex to be designated by a supervisory officer. The Village may provide reasonable measures for safeguarding the test, such as coloring toilet water, taking away personal belongings and unnecessary outer garments that might conceal substances intended to foil the test, listening for urination, and taking the temperature of the urine specimen. Proven adulteration of a sample is grounds for discipline up to and including discharge, in the Village's discretion.

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

(f) Provide the Firefighter tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Firefighters choosing at the Firefighter's own expense; provided the Firefighter notifies the Village within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive on a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (*e.g.*, billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the Firefighter's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the Firefighter is under the influence of alcohol, testing results showing an alcohol concentration of .021 or more based upon the grams of alcohol per millimeters of blood be considered positive.

(i) Require that with regard to testing for marijuana, for the purpose of determining whether the employee is under the influence of marijuana, test results showing more than 5 ng/ml of either cannabis metabolites or 10 or more ng/ml of Tetrahydrocannabinol in saliva shall be considered positive.

(j) Provide each Firefighter tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(k) In connection with its testing program, the Village shall engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information on food or medicine or any other substance eaten or taken by or administered to the employee which may affect the test results, and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 8.5. Voluntary Request for Assistance. The Village shall take no adverse employment action against any Firefighter who voluntarily seeks treatment, counseling or other support for an alcohol, cannabis, or drug related problem, other than the Village may require reassignment of the Firefighter with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon the following:

(a) The Firefighter agrees to appropriate treatment as determined by the physician(s) involved;

(b) The Firefighter discontinues his use of illegal drugs, or cannabis or abuse of alcohol;

(c) The Firefighter completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;

(d) The Firefighter agrees to submit to random testing during hours of work during the period of "after-care."

Firefighters subject to this procedure who do not comply with its terms shall be subject to discipline, up to and including discharge. This clause shall not be construed as an obligation on the part of the Village to retain a Firefighter on active status throughout the period of rehabilitation if it is appropriately determined that the Firefighter's current use of alcohol or cannabis or drugs prevents such individual from performing the duties of a Firefighter or whose continuance on active status would constitute a direct threat to the property and safety of others. Such Firefighter shall be afforded the opportunity, at his or her option, to use accumulated paid leave to take an unpaid leave of absence pending treatment.

Section 8.6. Disciplinary Steps. The following concepts on discipline are incorporated in the drug testing policy:

(a) Voluntary request for assistance (employee self-referral). No disciplinary consequences. The employee follows Steps (a) through (d) under the heading "Voluntary Request for Assistance."

(b) First confirmed positive test result. Disciplinary action up to and including discharge. If the Village selects suspension or discharge, the suspension or discharge is subject to the appeal procedure set forth in Section 3.9 of this Agreement.

(c) Treatment Test. Any test given by the employee's treatment facility, while the employee is in treatment or after-care, is not a Village of Westchester test and shall not be taken into account as any type of drug testing pursuant to this policy.

ARTICLE IX **Union Rights**

Section 9.1. Dues Check Off. Upon receipt of a signed authorization from an employee, the Village agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly Union dues. Such authorization is revocable during the term of this Agreement. The Union will notify the Village in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second Village payday of each month and shall be remitted, together with an itemized statement, to the Union by the last day of the month in which the deduction is made. The Village shall retain a \$.50 service charge for each monthly deduction for each employee. The Authorization Form is attached to this Agreement as Appendix H.

Section 9.2. Voluntary Payroll Deduction. Employees covered by this Agreement who wish to participate in a Credit Union shall be allowed to do so through payroll deductions upon the receipt of lawfully written authorizations, but there shall only be one credit union approved for check off.

Section 9.3. Indemnification. The Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders, or judgment brought or issued against the Village as a result of any action taken or not taken by the Village under the provisions of this Article.

ARTICLE X **Seniority**

Section 10.1. Definition. Seniority is defined as continuous length of service as a full-time sworn Firefighter/Paramedic for the Village from the date of last hire; provided, however, in the event an employee has a break in service and that gap in service is bridged in the sole discretion of the Village, said employee shall be eligible for vacation and longevity pay eligibility based upon the employee's overall service.

Section 10.2. Seniority List. The Village shall prepare a list setting forth the present seniority dates of all employees covered by this Agreement. This list shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 10.3. Termination of Seniority. An employee shall be terminated by the Village, and the seniority broken when the employee: (i) quits; (ii) is discharged for just cause; or (iii) is laid off pursuant to the provisions of the applicable agreement for a period of twenty- four (24) months; or (v) accepts gainful employment while on an approved leave of absence from the Village. However, if an employee returns to work in the bargaining unit within one (1) year, the employee's seniority credit shall be restored to the employee.

Section 10.4. Unpaid Leave. Employees will not continue to accrue seniority credit when on authorized unpaid leave of absence. However, the employee may continue to participate in the Village group insurance plans by paying the entire premium.

Section 10.5. Layoff and Recall. In the event of layoff, Firefighter/Paramedics shall be laid off in inverse seniority order. In the event of a recall, employees shall be recalled in reverse order of layoff.

Prior to implementing any involuntary layoff of any active firefighter(s), the Village shall provide at least forty-five (45) days written notice to the Union, together with a statement of the reasons supporting its proposed action. The Union may require the Village to negotiate as to its proposed alternatives to the proposed layoff by serving a demand to bargain within ten (10) days of receiving the Village's notice. Negotiations shall continue during such forty-five (45) day notice period, or longer if the parties mutually agree to extend negotiations. If no agreement is reached, the Village may implement its proposed layoff(s) any time after such forty-five (45) day notice period has expired. The Union reserves the right to grieve only whether the Village failed to comply with these procedures.

Employees shall be recalled from layoff according to their seniority. Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Fire Department, with the most senior employee being recalled first. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Village's records. The recall notice shall state the time and date on which the employee is to report to work.

It shall be the employee's responsibility to keep the Village notified as to his/her current mailing address. A recalled employee shall be given ten (10) calendar days to respond in writing to a recall notice from the date of receipt of notice and eight (8) additional calendar days to report to work. The Village may fill the position on a temporary basis until the recalled employee reports to work. An employee who declines recall to full-time employment shall forfeit his right to reinstatement. An employee's right to reinstatement shall cease after thirty-six (36) months of continuous lay-off or such employee's declination of a recall opportunity, whichever occurs first. Employees on probationary status who are laid off shall not have recall rights.

ARTICLE XI

Fire Department Promotion Act

Section 11.1. Applicability. The promotional process contained in this Agreement between the Village and Westchester Professional Firefighters Local 4851 applies only to the rank immediately above Firefighter/Paramedic, which at the moment is Lieutenant. The promotion process shall be conducted in accordance with the provisions of the Fire Department Promotion Act, effective August 4, 2003, 50 ILCS 742. Except where expressly modified by the terms of this Agreement, the procedures for promotion shall be made in accordance with the provisions of the Act.

Section 11.2. Vacancies. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated and on that same date a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years, beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 11.3. Monitoring. The Union may request the use of monitors to the portions of the testing process in accordance with Section 25 of the Act.

Section 11.4. Examinations. The examination for promotion shall be of six (6) parts and points awarded as described below, as provided by Section 15(d) of the Act.

Section 11.5. Examination Components. Shall be administered in the order and as described below:

(a) **Seniority:** Points for seniority shall be awarded to each member with five (5) years of active service completed. One point will be awarded for every year of service worked after five (5) completed years, up to fifteen (15) completed years of service, for a total of ten (10) points. One-twelfth (1/12) of a point will be awarded for each calendar month completely served. A maximum score of ten (10) points may be awarded for this Section.

(b) **Chiefs Points:** Five (5) points will be based upon ratings from each member's Captain and the Fire Chief from the following subcategories: leadership skills, ability to work with others, ability to work under pressure, ability to follow orders, ability to give orders when serving in an acting officer capacity, ability to deal with the public in a professional manner, ability to complete assigned tasks in a timely manner, personal initiative, respect of peers, and general In situations where the candidate has worked with their Captain for a period of less than one (1) year, either the member's prior Captain, acting with the Fire Chief: or the Fire Chief acting alone shall award points.

(c) **Peer Review:** See Appendix I.

(d) **Assessment Center:** The assessment center evaluation shall be conducted by a professional, qualified, and impartial testing agency, with prior experience consisting of at least two (2) examinations, selected by the Fire and Police Commission. The third-party testing agency will design the assessment center evaluation. The agency shall use a panel consisting of certified assessors selected in accordance with the procedures of Sections 50(t) and 50(h) of the Act, unless the Union and the Village agree otherwise. Assessors shall be chosen from suburban/ urban Fire Departments that are reflective of the Westchester Fire Department. This portion of the exam process will be thirty (30%) percent of the grade (a maximum of thirty (30) points). The results of the assessment center shall be posted prior to the candidates taking the written exam and in accordance with State statute.

(e) **Ascertained Merit:** Points for ascertained merit will be awarded according to the following schedule:

College: Points to be awarded only for the highest degree obtained (*e.g.*, Associate's degree and Bachelor's degree equals 5.0 points).

	Points Awarded
<i>Associate's Degree</i>	3.0
<i>Bachelor's Degree</i>	5.0
<i>Master's Degree</i>	7.0

Maximum 7.0

Fire Officer Certifications:

	Points Awarded
<i>Provisional Fire Officer I or OFSM Equivalent</i>	5.0
<i>Provisional Fire Officer II or OFSM Equivalent</i>	5.0

Maximum 5.0

Candidates will be awarded points to a maximum of ten (10) from the above schedule and the candidate must show proof of said certifications and/or degrees to the appointing authority twenty (20) days prior to the date of the written examination. The final list of ascertained merit points will be posted five (5) days prior to the date of the written exam.

(f) Written Exam: The last part of the process shall be a written exam provided by a third party selected by the Fire & Police Commission. The areas tested by the candidates shall reflect those operations of the Westchester Fire Department and the training requirements of the State of Illinois Fire Marshal's Office. All written materials shall be made available to all candidates for review at least ninety (90) days before the written exam is administered. The results of the written exam will be forty (40%) percent of the grade. The results shall be determined and posted in accordance with Section 20(b) of the Act.

Section 11.6. Eligibility. In order for Firefighter/ Paramedics to be eligible for examination for promotion, Firefighter/Paramedics must have completed five (5) years of active service with the Westchester Fire Department and have obtained the following certifications/licenses prior to the expiration date of the prior promotional list, or upon the exhaustion of the prior promotional list, whichever occurs first:

1. Illinois OSFM Certified Firefighter III **(OR)**
Illinois OSFM Certified Advanced Firefighter State written exam & practical - both successfully passed (without the pre-requisite courses)
2. Illinois OSFM Certified Fire Apparatus Engineer
3. Illinois OSFM Certified Hazmat Operations
4. Current IDPH EMT-Basic or EMT-Paramedic license in good standing with Loyola University Medical Center

Section 11.7. Order of Selection. Selection for promotion shall be made in accordance with the terms of Section 20(d) of the Act.

Section 11.8. Right to Review. Any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a

promotion list, or veteran's preference shall be entitled to review of the matter by the appointing authority. Any disputes as to such matters may be resolved and remedied by filing a grievance as provided by Article VII of this Agreement.

Section 11.9. Preliminary Promotion List. The combined scores of the assessment center and written exam will be posted as soon as practicable and in accordance with State statute. The candidates must achieve a cumulative score of seventy (70%) percent in order to qualify for the official promotion register. Military points, provided as per State statute, may bring a candidate's score above 100.

Section 11.10. Final Adjusted Promotional List. The Village shall post at Fire Station #1; the final adjusted promotional list and copies shall be provided to the Union and all candidates. The final adjusted list shall remain in effect for a period of three (3) years from the date the list is posted. The Village shall take all necessary steps to ensure that a current final adjusted list is kept current so that promotional vacancies for the rank immediately above Firefighter/Paramedic are filled promptly, but in any event not longer than one hundred eighty (180) days after a vacancy occurs, unless the position has been vacated.

Exempt Positions: The parties agree that for promotional purposes, all ranks above Lieutenant, including Fire Chief, Deputy Chief and Captain are exempt ranks and are therefore excluded from the process defined in the Statute and this Article. The Village shall solely maintain the right to establish the number of exempt positions and to appoint persons to those ranks.

ARTICLE XII

Precedence of Agreement

In accordance with Section 15(b) of the IPLRA, the terms of this Agreement shall supersede any contrary statute, charter, ordinance, rule or regulation relating to wages, hours and conditions of employment. The Fire and Police Commission shall continue to exercise the authority delegated to it by law, provided that it is not in conflict with the terms of this Agreement.

ARTICLE XIII

Entire Agreement

The parties acknowledge that during the negotiations that 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. Therefore, the Village 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; or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Neither party shall initiate changes in existing conditions of employment not covered by the terms of this contract during its term except by the parties' mutual agreement in writing.

ARTICLE XIV
Termination and Legality Clauses

Section 14.1. Savings. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

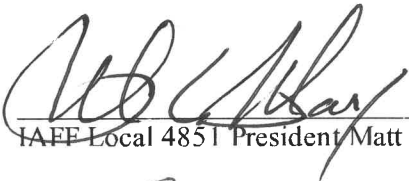
Section 14.2. Term. This Agreement shall be effective May 1, 2024, and remain in full force and effect through the 30th day of April 2027.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the expiration date set forth above or each yearly period thereafter, if applicable. Notwithstanding the expiration date set forth above, the entire Agreement shall remain in full force and effect during the period of negotiations and until a successor Agreement is ratified by both parties.


Executed this 27^m day of August, 2024, after receiving approval of the President and Board of Trustees of the Village and after ratification by the Union membership.

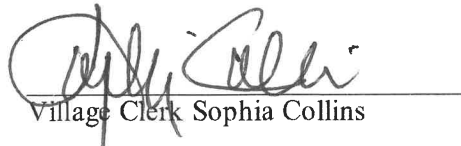
WESTCHESTER PROFESSIONAL FIREFIGHTERS
LOCAL 4851 INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS AFL-CIO-CCL
ASSOCIATED FIRE FIGHTERS OF ILLINOIS

VILLAGE OF WESTCHESTER


IAFF Local 4851 President Matt LeMay


Village President Greg Hribal


IAFF Local 4851 Secretary Sean Johnson


Village Clerk Sophia Collins

APPENDIX B

Compensatory Time and Incidental/Personal Leave Cash Out Form

Date: _____

Employee: _____

In accordance with the current CBA Article 6 Section 6.3.3 under subsection 6.3.3.F and Article 7 section 3 under subsection A:

- I would like to convert hours from my Compensatory Time Bank.

Number of hours to be paid: _____

- I would like to convert my unused Incidental/Personal days

Number of unused days to be paid: _____ x 24 = _____ hours

Funds to be dispensed as follows:

- Direct deposit in my saved account _____ hours
- Deposit in my retirement account (457) _____ hours
- Deposit in my Roth Retirement account (457) _____ hours
- Roll into long term sick leave bank _____ hours

Employee Signature: _____ Date: _____

Chief Signature: _____ Date: _____

APPENDIX C

Uniform List for New Members of the Fire Department

	Quantity
Short Sleeve Class B shirt	(1)
Long Sleeve Class B Shirt	(1)
Name plates	(2)
Badges	(2)
Pairs of Pants.....	(3)
Pair of EMS Shorts	(3)
Black Belt.....	(1)
Pair of Black Boots	(1)
Short Sleeve Polo	(3)
Long Sleeve Polo	(3)
Job Shirt (¼ zip).....	(2)
FD T-Shirts long and/or short sleeve	(6 total)
Workout shorts.....	(1)
Workout Pants.....	(1)
High Visibility Coat.....	(1)
Baseball Style Hat	(1)
Cold weather Knit Hat	(1)
WFD the bravest quilted jacket.....	(1)
Class A Long Sleeve Shirt	(1)
Class A Hat	(1)
Class A Black Belt high gloss.....	(1)
Class A Pair of black high gloss shoe.....	(1)
Class A Coat	(1)
Class A Pair of Pants (dress).....	(1)

**Upon completion of probation*

APPENDIX D

Shift Bidding

Purpose:

Establish the procedure for shift bidding which will occur in September of even numbered years to affect the next two years. (Example September 2020 bids will occur which will affect the shifts of 2021 and 2022).

Definitions:

Tiers: a group of department members based on rank and/or seniority.

Procedure:

First, captains shall pick which of the three shifts they will work however they see fit together. Tier 1 is Lieutenants picking which shift to work based on seniority as a lieutenant.

Tier 2 will consist of the 6 most senior members on the department only filling the top two (2) spots per shift. Picking will be based on the order seniority.

Tier 3 will consist of the next 6 most senior members on the department only filling the next two (2) spots per shift. Picking will be based on the order of seniority.

Tier 4 will consist of the next 6 most senior members on the department only filling the next two (2) spots per shift. Picking will be based on the order of seniority.

Tier 5 will consist of the remaining members on the department filling in the remaining spots per shift. Picking will be based on the order of seniority.

In the event additional members are added to the department, they will be added into Tier 5 and a Tier 6 shall be added if required.

All bidding must be completed by September 30th so that vacation picks can start the first week of October.

If the Fire Department Chief determines a shift has become excessively short in between the shift bidding process, the Chief may consider emergency shift changes. Emergency changes shall be conducted first on a voluntary basis put out to all Union members. If no volunteer is found to resolve the emergency change, the Chief shall reassign a member based on departmental need.

	Black Shift	Red Shift	Gold Shift
Captain			
Lieutenant (tier 1)			
Tier 2	1 2	1 2	1 2
Tier 3	1 2	1 2	1 2
Tier4	1 2	1 2	1 2
Tier 5	1	1	1

APPENDIX E
Specialty Teams Bonus Payment Form

Date: _____

Employee: _____

Specialty Team: _____

In accordance with the current CBA Article 6 Section 6.13, I, the above employee, have met all the requirements as listed in the CBA. I am requesting my bonus as detailed in the contract.

By signing below, I acknowledge I have done the following:

- Maintained all State Certifications related to the MABAS Division 20 team
- Attend at a minimum of 50% of MABAS Division 20 team meetings

Employee Signature:

_____ Date: _____

Chief Signature:

_____ Date: _____

Form must be completed and turned in by November 15th

APPENDIX F

Fire Department Employee Voluntary Leave Donation Form



VILLAGE OF WESTCHESTER

Fire Department Employee Voluntary Leave Donation Form

I wish to donate some of my accrued leave time to _____.

I understand that I can only donate time in full-day increments of 24 hours. I further understand I can only revoke my donation up to four calendar days before the upcoming payroll cycle. Once this threshold is reached, I acknowledge I cannot revoke my donated time to this employee.

Please indicate the number of hours below (in 24-hour increments) you wish to donate from the adjacent benefit time bank and return to Human Resources:

_____ Compensatory Time

_____ Personal Time

_____ Sick Leave Time

_____ Vacation Time

Employee Name (Print and Sign)

Date

Received by:

Employee Name (Print and Sign)

Date

APPENDIX G

Record of Secondary Employment Form



Westchester Fire Department



RECORD OF SECONDARY EMPLOYMENT

FIREFIGHTER's SEEKING PERMISSION TO OBTAIN/CONTINUE SECONDARY EMPLOYMENT

I request permission to obtain or continue secondary employment outside the Westchester Fire Department. I understand any and all secondary employment cannot exceed 20 hours per week. I also understand that:

1. I cannot wear the uniform of the Westchester Fire Department while engaged in part-time employment outside the Westchester Fire Department
2. I cannot carry a firearm as part of my secondary employment without a letter of indemnification from the secondary or part-time employer.

I understand the granting of secondary employment is at the reasonable discretion of the Fire Chief and Village Manager of the Village of Westchester. A letter is required for each secondary/part-time job.

FIREFIGHTER _____ DATE _____

FIREFIGHTER's SIGNATURE _____

NAME OF EMPLOYER _____

NAME OF SUPERVISOR _____

SUPERVISOR's PHONE NUMBER _____

ADDRESS OF EMPLOYER _____

CITY, STATE OF EMPLOYER _____

NATURE/DESCRIPTION OF EMPLOYMENT _____

HOURS WORKED PER WEEK _____

IS A FIREARM REQUIRED AS PART OF SECONDARY EMPLOYMENT? YES _____ NO _____

If secondary employment requires a firearm, a letter of indemnification must be completed and a copy of the employer's liability coverage must be submitted to the Fire Chief, *PRIOR TO APPROVAL*.

FIREFIGHTER's NOT CURRENTLY HAVING SECONDARY EMPLOYMENT

This is to acknowledge that I currently do not have secondary employment. I understand if I seek secondary employment, I must resubmit this for with the necessary information.

FIREFIGHTER's SIGNATURE _____

APPROVED / DENIED by _____ DATE _____

cc: Village Manager
Board of Fire & Police Commission

***THIS DOCUMENT WILL BE COMPLETED ANNUALLY
OR WHENEVER THERE IS A CHANGE IN SECONDARY EMPLOYMENT.***

APPENDIX H

Union Dues Authorization Form

APPLICATION FOR UNION MEMBERSHIP
AND AUTHORIZATION FOR CHECKOFF OF UNION DUES AND ASSESSMENTS

I hereby apply for membership in the Westchester Professional Fire Fighters Union, Local 4851, I.A.F.F, AFL-CIO. I understand that by electing to join the Union, I am covered by the membership provision of the current labor Agreement between the union and the Village of Westchester.

I hereby authorize the Village of Westchester to deduct from my pay each month the uniform dues and/or uniform assessments of Westchester Professional Fire Fighters Union, Local 4851, I.A.F.F, AFL-CIO and remit said amounts to the Union.

I understand that this authorization cannot be canceled by me, unless I give written notice to both the Village and the Union thirty (30) days prior to the desired effective date of the termination.

Print Name

Signature

Date

APPENDIX I

Peer Review Form for Lieutenant's Test

Process: the purpose of the peer review is to evaluate the applicant based on their job-related performance. Scoring is calculated by adding all points together and dividing by 50 (with a max of 5 points total). Of all reviews turned in for each candidate, the highest and lowest scores will be thrown out and an average of the remaining reviews will give the applicant their score.

Using the following numerical scale, assign the appropriate value to each tasks listed below.

Select the numbers which best reflects your appraisal of the individual's performance and place it on the line. Using the scale of 1-10 with 10 being the highest ranking and 1 being the lowest ranking. Only use whole numbers no decimals or fractions. The Police and Fire Board will average and calculate the score based on the collective bargaining agreement. No computations are required by individual peer reviewers

Scale:

10= 100%

9=90%

8=80%

7=70%

6=60%

5=50%

4=40%

3=30%

2=20%

1 = 10%

Eligibility: peer review forms will be created for all candidates undergoing the examination and marked with each individual's name on the sheet. Only members of the bargaining unit will be allowed to fill out one (1) peer review for each promotional candidate taking the exam. the peer review is not mandatory for bargaining unit member to complete, but highly encouraged.

Format: Prior to completion of the assessment center and written exam, the Village will host three consecutive dates (e.g., January 11, 12, 13) that allow bargaining unit members to come in on each shift during a three (3) hour period and complete peer review forms for each member taking the exam. Notification for the peer review dates shall be posted ten (10) days prior to the beginning of the peer review process. The Village will host this process with a Union representative present that is not taking the exam. If all members of the bargaining unit are taking the promotional exam, a member from another IAFF local can be requested to be present.

All peer review forms will be placed in a sealed box kept in the WFD Station 1, office locked and tagged. Upon completion of the peer review, the Chief, or his/her designee, will open the box with two (2) bargaining unit member (who are not taking the exam) present to tally the results. The peer review process results will be tallied and posted prior to the completion of the assessment center and written exam.

LEADERSHIP SKILLS

- _ Communicates effectively in ways that enhance productivity and build respectful relationships.
- _ Actively influencing events, initiating required action, and thinking and acting independently.
- _ Maintaining a positive attitude and even temperament despite opposition, difficulties and frustration.
- _ Is a constant advocate of the mission of the Westchester Fire Department.
- _ Reaches sound decisions and committing oneself to a defined course of action.

ABILITY TO WORK WITH OTHERS/ TEAMWORK CAPABILITIES

- _ Aware of importance of team collaboration.
- _ Seeks constructive approaches to resolving workplace issues.
- _ Promotes community building and diversity initiatives that help employees learn and respect each other's differences.
- _ Candidate is involved in department programs that enhance the Westchester Fire Department's mission and encourages others to be involved.
- _ Candidate consistently aids co-workers in learning and improving their skills.

PERSONAL TRAITS

- Candidate acts with integrity and reflects professionalism to the public.
- Candidate shows passion and dedication to his/her job while upholding the values of Westchester Fire Dept especially when it is difficult.
- Shows ability to control hazardous surroundings with emphasis in protecting self, team, and the public.
- Has a positive attitude and demeanor.
- Candidate goes above and beyond what is expected to present a positive image of the department.

FIREFIGHTER SKILLS, KNOWLEDGE, AND ABILITY

- Has mastered the basic skills of firefighting, EMS, technical rescue, hazardous materials, auto extrication and other skills related to his/her role on the department.
- Fellow workers have confidence in candidate's abilities to control situations and give proper consideration for safety.
- Candidate has exceptional knowledge of the rules, regulations, and standard operating procedures of the Westchester Fire Department.
- Candidate would be able to take command at an incident if needed remain calm, think clearly, assess situations, takes appropriate action and be able to adapt as needed.
- Candidate operates as a member of a firefighting team and does not freelance at emergency incidents.

PERSONAL INITIATIVE: RELATED TO DEPARTMENTAL GOALS, PROGRAMS AND OBJECTIVES

- Works with supervisor(s) and co-workers in planning and building an effective team.
- Is willing to obey instructions of superiors. Follows the chain of command and is willing to accept unpleasant assignments.
- Is tactful when raising objections to orders. Does not openly object to orders or criticize the department, or superiors in the presence of the public or coworkers.
- Accepts and implements change to improve the effectiveness of the department.
- Work time is directed toward the needs of the citizens, coworkers and the department.

Office use only

Total Score

Final Score ____