

PREAMBLE

THIS AGREEMENT is entered into between the Parties, in order to maintain harmonious employment relations through a mutual process, to provide fair and equitable treatment to all Employees, to promote the quality and continuance of public service, to provide public health, safety and welfare to the residents and taxpayers of the Leyden Fire Protection District to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes. The parties recognize the interest of the entire community and its citizens in maintaining a government which sets the highest standards of honor and integrity for its members in their public and personal conduct and recognize that such standards are appropriate and necessary to safeguard the lives, property and interest of the entire community, its citizens and its taxpayers.

AGREEMENT

THIS AGREEMENT is entered into by and between the Leyden Fire Protection District (hereinafter called the “District”) and the Leyden Professional Fire Fighters, Local No. 4329, of the International Association of Fire Fighters AFL-CIO, and CLC (hereinafter called “Union”).

EFFECTIVE DATE OF AGREEMENT

THIS AGREEMENT shall be effective on the date this Agreement is executed, and shall remain in full force and effect until the 31st of December, 2022. Provided, however, all economic terms, including but not limited to: wages; and give backs contained in any agreement reached between the District and the Union shall be retroactive to January 1, 2025. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing, at least thirty (30) days prior to the anniversary that it desires to modify the Agreement.

ARTICLE I RECOGNITION

THE DISTRICT recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn firefighters, including but not limited to, the rank of Firefighter and Lieutenant (hereinafter referred to as “Employees”). Excluded are all other Employees, including any Employee holding the position or rank of Fire Chief, Volunteer or Paid-on-Call Firefighters.

ARTICLE II NON-DISCRIMINATION AND GENDER, NO STRIKES – NO LOCKOUTS

Section 2.1. Non-discrimination. Both parties agree that there will be no discrimination as provided in State and Federal law.

Section 2.2. Gender. Unless the context in which they are clearly used requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 2.3. No Strikes – No Lockouts. The Union and its representatives and the employees covered by this agreement agree not to instigate, promote, sponsor or engage in strike. The District will not lock out any Employees.

ARTICLE III **MANAGEMENT RIGHTS / UNION RIGHTS**

Section 3.1. Management Rights. Except as limited by the express provisions of this Agreement, the District retains all of its traditional rights to manage and direct its affairs in all of their various aspects and to manage and direct Employees, including, but not limited to the following: to determine the mission of the District and to set standards of service offered to the public; to plan, direct, control and determine all the operations, budgets, tax levies and services of the District; to determine the services to be conducted in or at the Fire Department or by the Employees of the District; to supervise and direct the working forces; to establish the qualifications for employment, determine the number of Employees, to make, alter and enforce reasonable rules, regulations, orders, and policies; to evaluate Employees; to contract out for non-essential, non-emergency goods and services; to discipline, suspend, and discharge Employees for just cause (probationary Employees without cause); to change or eliminate existing methods, equipment, uniforms or facilities; to hire and promote Employees; and to take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency conditions as may be declared by the President of the District Board of Trustees which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

Section 3.2. Union Rights. The Union shall have the sole right and authority to direct the Local in all of its various aspects, including, but not limited to, the right to determine who might be a member, to elect its own officers, and to appoint such of its members as it seems fit to serve on committee meetings with the District or any other governmental agency of any type; to pass and effectuate such rules and regulations governing the conduct of its internal affairs without any interference directly or indirectly from the District or its officials; to assess dues on its members as it seems fit. Provided, however, no exercise of Union rights shall preclude or interfere with the necessary work of the District.

Section 3.3. Outside Employment. The Employee's employment by the District shall be his primary employment. An Employee shall be able to work at any outside employment as long as it does not conflict with the Employee's schedule at the District which shall take precedence. Provided, however, that no firefighter shall hold a position with any law enforcement agency or emergency response service having jurisdiction within the Leyden Fire Protection District or hold any employment prohibited by State Law.

Section 3.4. Residency. There shall be no residency requirement for the Employees.

Section 3.5. Layoff. Employees shall be laid off in the inverse order of their seniority. No new Employee(s) shall be hired until all Employees on layoff status have been offered a return to work and have either been recalled or refused recall.

Section 3.6. Recall. Employees who are laid off shall be placed on a recall list. If there is a recall, Employees who are still on the recall list shall be recalled in inverse order of layoff.

Employees who are on the recall list shall be given thirty (30) calendar days notice of recall. The notice of recall shall be sent to the Employees by certified or registered mail, with a copy to the Union. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested to the mailing address last provided by the Employee with a copy to the Union. It is the obligation and responsibility of the Employee to provide the District with his/her latest mailing address. If an Employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

Section 3.7. Call Back Time. An employee who is called to work while either off duty or after completing his shift and leaving the Fire Station (a "CALL-BACK") shall be paid for his call back services. An employee shall be paid a minimum of two (2) hours pay each call back and to the nearest one-half ($\frac{1}{2}$) hour after the first two (2) hours as long as he arrives within the first hour of the CALL-BACK. Provided, however, if the employee arrives after the first hour of the CALL-BACK, he shall be paid only for the time he has actually served at the CALL-BACK, to the nearest one-half ($\frac{1}{2}$) hour in accordance with the overtime provision of this Agreement and the FLSA.

Section 3.8. Smoking. Smoking shall be prohibited according to P.A. 095-0017, the Illinois Clean Air Act. Smoking shall be prohibited in the firehouse and in any department vehicles.

Section 3.9. Departmental Duties. Employees shall only be required to perform those duties related to, and in direct support of: fire suppression, fire prevention, rescue, and extinguishment along with those duties related to the delivery of Emergency Medical Services and routine repair and maintenance of stations, grounds and equipment. Provided, however, that all duties performed by Employees prior to the execution of this Agreement shall be considered departmental duties.

Section 3.10. Rules and Regulations. Employees shall be required to comply with all rules, regulations policies and procedures of the District. The District agrees to give the Employees Ten (10) days' notice before the institution of any new rules and regulations unless time is of the essence. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with or is inconsistent with the terms of this Agreement, it is agreed that

the Employees will comply with the rule, regulation, policy or procedure upon the direction of the supervisor and any dispute over the matter will be resolved through the grievance procedure.

Section 3.11. Labor Management Meetings. The District and the Union mutually agree that in the interest of efficient management and harmonious Employee relations, it is desirable that meetings be held when mutually agreed to in advance between Union representatives and representatives of the District. Requests for a “Labor-Management Meeting” will be in writing and provide the agenda for such meeting.

Attendance at Labor Management meetings shall be limited to representatives of the District and the Union who’s off duty attendance shall be in an unpaid capacity. The Union representatives shall be chosen by the Union President.

ARTICLE IV **SENIORITY**

Section 4.1. Definition. “Seniority” is defined as the Employee’s length of continuous Service since the last date he/she commenced employment as a full-time Employee. If more than one Employee commences employment on the same day, the Employees shall be placed on the seniority list based upon exam scores from the eligibility list used for appointment. If exam scores are identical, placement shall be determined by a coin toss in the presence of a Union representative and the Chief. Seniority in ranks is defined as length of continuous service in said rank.

Section 4.2. Seniority List. The District shall prepare a list setting forth the applicable seniority dates for all Employees covered by the Agreement which will become effective after the date of execution of the Agreement and will be maintained, kept current, and posted.

Section 4.3. Seniority Termination. Continuous service shall be broken and the employment relationship terminated when an Employee:

- A. Quits; or
- B. Is discharged for just cause (probationary Employees without just cause); or
- C. Retires.

ARTICLE V
GRIEVANCE PROCEDURE

Section 5.1. Definition of Grievance. A grievance shall be defined as a dispute, which may arise between the parties alleging that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement.

Section 5.2. Grievance Procedure. The parties acknowledge that it is usually most desirable for an Employee and his immediate supervisor to resolve problems through free and informal communications. In the event that the Employee and his immediate supervisor are unable to resolve the problem, then they should attempt to present the matter to the Chief informally. If, however, the informal process does not resolve the matter within seven (7) days, the grievance will be processed as follows:

Step 1: The employee, with or without a steward, (or a representative in the case of a Union grievance) shall take up the grievance or dispute in writing with the Chief within ten (10) business days of its occurrence, or within ten (10) business days after the grievant, through use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The grievance shall be labeled, state that it is a grievance and contain a statement of the facts, the provision(s) of this Agreement which are alleged to have been violated, and the relief requested. The Chief or his designee shall then attempt to adjust the matter and shall respond in writing to the grievant within five (5) business days.

Step 2: If the grievance is not resolved at Step 1 to the satisfaction of the grievant, the grievant must refer the grievance to the Board of Trustees of the District within five (5) business days after receipt of the Step 1 response. The written grievance shall be labeled, state that it is a grievance and contain a statement of the facts, the provision(s) of this Agreement which are alleged to have been violated, and the relief requested. The Board of Trustees of the District shall arrange to meet with the grievant within fifteen (15) business days of the Trustees receipt of the appeal. The Board of Trustees shall submit a written answer to the grievant within ten (10) business days following the meeting.

Step 3: If the grievance remains unresolved within fifteen (15) business days after the reply of the Trustees is due, the Union (but not an Employee) may, by written notice to the District, invoke arbitration.

Section 5.3. Arbitration. Within five (5) business days of the Trustees receipt of the Notice described in Step 3, above, the parties will meet to discuss whether they can agree on an expedited arbitration process and/or select an impartial arbitrator. If the parties are unable to agree on an impartial arbitrator, they shall proceed as follows:

- (a) The parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit simultaneously to both parties an identical panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators and reside in Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon the submission of a list by FMCS which has not been rejected by a party, each party shall alternately strike a name from the list until there is one remaining who shall be the arbitrator. The parties shall determine by a coin toss which party shall strike the first name. The loser of the coin toss shall strike first.
- (b) The parties shall notify the FMCS of the person selected as arbitrator, who shall then be notified by the FMCS of his/her selection and shall be requested to set a mutually agreeable time and place for the hearing, subject to the availability of Union and District representatives.
- (c) The District and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The District and the Union retain the right to employ legal counsel.
- (d) The arbitration hearing shall take place at the District firehouse to facilitate the attendance of the parties and their witnesses.
- (e) 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. The parties may agree to waive this requirement.
- (f) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (g) The fees and expenses of the arbitrator and the cost of a written transcript if requested by either party or the arbitrator (unless a transcript is waived by mutual agreement of the parties in connection with an agreement to utilize expedited arbitration procedures), shall be divided equally between the District and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues of contract violation, misinterpretation or misapplication appealed to arbitration. The arbitrator shall be empowered to determine a statement of the issue raised by the grievance if the parties fail to agree on a written stipulation of the issue at the arbitration hearing. The arbitrator shall have no authority to make a decision on any issue not so submitted. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning and application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall be without power to make any decision or

award, which is contrary to or inconsistent with applicable State or Federal Law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding on the District, the Union and the Employees covered by this Agreement.

Section 5.5. Bypassing Step. In the event, a grievable matter has been created from actions taken by the Chief; a grievance shall be initiated beginning at Step 2 of the grievance procedure.

Section 5.6. Attendance at Arbitration. The arbitration shall be set on a date where the Employee and the Union representative are not scheduled to work. The Employee and his witnesses shall use trade time or their own accrued time (if, and only if, slots are available) so as to not impair the functioning of the District during the arbitration. Any Employee compelled to attend the arbitration by the District shall be released from duty to attend such hearing without loss of pay.

Section 5.7. Time Limits for Filing Grievances and Appeals. No grievance shall be entertained or processed unless it is submitted within the time limits provided for herein.

- (a) If a grievance is not presented by the grievant or the Union, whichever is appropriate, within time limits set forth above, it shall be considered “waived” and may not be pursued further; provided, however, that such a waiver shall not serve as to waive the Union’s right to file a future grievance involving similar facts and circumstances.
- (b) If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District’s last answer; provided, however, that such a settlement shall not serve to waive the Union’s right to file a future grievance involving similar facts and circumstances.
- (c) If the District does not answer a grievance or appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.
- (d) The parties may, by mutual agreement in writing, extend any of the time limits set forth in this article.
- (e) The term “business days” means the days of the week Monday through Friday, excluding Saturday, Sunday and legal holidays.

Section 5.8. Miscellaneous. The following shall apply to arbitrations under this Article:

- (a) No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the District unless and until the District has agreed thereto in writing.
- (b) Employees selected by the Union to act, as Union representatives shall be known as “stewards”. The name of the Employees selected as stewards and other Union representatives, who may represent Employees at each step of the grievance procedure, shall be certified in writing by the Union to the Employer.
- (c) Nothing in this Article prevents an Employee from processing a grievance up to and including Step 2 without the intervention of the Union provided a Union officer is given notice of the grievance, notice of the grievance meeting (but not the opportunity to attend), and that any settlement of such an Employee grievance prosecuted without the active involvement of the Union shall be consistent with the terms of this Agreement and that a copy of the settlement shall be provided to the Union.
- (d) The parties acknowledge that the decision to appeal grievances to Step 3 (Arbitration) lies within the sound discretion of the Union based on factors such as the significance of the issue to the individual or Union as a whole, precedential value and cost versus benefit. Consistent with Section 6(d) of the IPLRA, it is agreed nothing stated in this Article shall be construed to limit an exclusive representative’s right to exercise its discretion to refuse to process grievances of employees that are unmeritorious.

ARTICLE VI
DISCIPLINE AND DISCHARGE

Section 6.1.

- A. Disciplinary actions instituted by the District shall be for just cause. Where appropriate, the following progressive discipline will be utilized, it being understood that, dependent upon the severity of the offense, discipline may be initiated at any of the steps mentioned below:

- 1. Oral Reprimand.

2. Written Reprimand.
3. Suspension (not to exceed 30 calendar days).
4. Discharge

Oral reprimands may be appealed through the grievance procedure but are not arbitrable. If the District has reason to reprimand an employee, it should be done, if possible, in a manner that will not embarrass the employee before other employees or the public.

- B. The District shall serve written notice of the charges and proposed penalty upon the employee involved within 30 days of the alleged violation or awareness of the District of the alleged violation. Copies of all suspensions and discharge notices shall be provided to the employee and the Union. Discipline and discharge shall be subject to the grievance procedure, up to, and including arbitration.
- C. Any law, ordinance or regulation to the contrary notwithstanding, all disciplinary actions set forth in Section A of this Article shall be within the authority of the Chief of the Department or his designee to impose. In accordance with their authority under IPLRA §15(b), the parties agree that the grievance and arbitration procedure of this Agreement is hereby declared to be the exclusive mechanism for appealing such disciplinary actions, expressly supplanting any appeal rights that an employee might otherwise have under the Fire Protection District Act, 70 ILCS 705/16.13.
- D. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits, and other conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.
- E. Disciplinary action recorded in the employee's personnel files shall not be used after sixty (60) months to justify subsequent disciplinary actions, except for a related offense. All records of disciplinary actions in an employee's file shall be removed by the District upon request from an employee and given to the employee after the sixty (60) month period.
- F. The District will conduct disciplinary investigations when it receives complaints or has reason to believe an employee has violated the rules and regulations of the Department and/or just cause for disciplinary action exists. Prior to taking any final disciplinary actions and concluding its investigation, the District shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the reasons for such contemplated disciplinary action. Copies of the following documents shall be given to the employee, if so requested in writing, at this notification and review meeting:

1. Allegation of violation of rules and regulations, and who made them.
2. Statement of charges.
3. Acknowledgment of notification and review.
4. Disciplinary officer's recommendations.
5. Copies of the employee's relevant past discipline.

The employee shall be entitled to Union representation at such meeting if so requested prior to the meeting and shall be given the opportunity to rebut the reasons for such proposed discipline.

It is agreed, however, that in no case shall the suspension or discharge of a probationary employee as defined in Article II.A. of this Agreement be subject to the grievance and arbitration procedures of this Agreement.

- G. Review of Personnel Records. The District and the Union mutually agree that the Illinois Review of Personnel Records Act, 820 ILCS 40/1, et seq., as amended, shall be incorporated into this Agreement as if fully set forth herein.

It is agreed that any material and/or matter not available for inspection such as provided above, shall not be used in any manner adverse to an employee's interest.

- H. The District and the Union do mutually agree that the Illinois Firemen's Disciplinary Act, 50 ILCS 745/1, et seq., as amended, shall be incorporated into this Agreement as if fully set forth herein. A copy of the Act is attached hereto as Appendix .

Section 6.2. Probationary Firefighter Termination Standard. The first twelve (12) months; following the completion of Fire Basic, or date of hire if previously certified in Fire Basic, of any firefighter hired by the District, shall be considered a probationary period. During this probationary period, the Firefighter shall be considered an "Employee at will."

ARTICLE VII

WAGES AND BENEFITS

Section 7.1. Salaries. See, [Appendix “A.”](#)

Section 7.1.1. Overtime Pay. Employees assigned to 24 hour shifts shall be paid one and one half times their regular hourly rate of pay for all hours required to be paid at overtime rates by the Fair Labor Standards Act, as may be amended from time to time.

Section 7.1.2 Overtime Pay Computation. Vacation days, sick days, and other days not actually worked shall not be considered as worked for purposes of overtime pay entitlement. Overtime pay rates shall be calculated upon a work year of 2756 hours.

Section 7.2. Fringe Benefits. The fringe benefits of the Employees covered in this Agreement are as follows:

Section 7.2.1 Holiday Benefit Pay. Each Employee shall receive 55hrs. of regular pay for this benefit.

Holiday pay shall be paid by the District in one lump sum check each calendar year to each member of the Bargaining Unit on or before December 1st or at time of separation. The amount paid will be subject to employee pension contributions.

Section 7.2.2 Vacation Benefits.

- (a) Employees shall earn vacation leave on a monthly basis. Vacation leave will be determined by the length of continuous employment, and department seniority, and shall accrue as set forth in [Appendix “B”](#)
- (b) Vacation days must be taken in the year after they are earned or they will be forfeited. No accrued vacation days may be carried forward from year to year except as provided herein. Provided, however, vacation benefits will not be forfeit should the Employee, through no fault of his own be unable to schedule vacations days due to illness or injury.
- (c) Vacation leave shall not be earned by an Employee who is on unpaid leave of absence for at least fifteen (15) calendar days in a month.
- (d) One (1) vacation day shall be equal to one (1) twenty four (24) hour duty day. Vacation leave must be used in increments of at least one (1) vacation day.
- (e) Employees who have completed one (1) year of continuous service, and whose employment thereafter is terminated before all accrued vacation leave has been used, be paid for his vacation as if it was taken beginning on the day of separation will have the amount of accrued vacation pay added to their final paycheck. In

the event of death, any vacation accrued but not used shall be paid to the estate of the deceased Employee.

(f) Rules Applicable to Scheduling of Vacation Time:

1. Only 24 hour vacation days will be accepted.
2. No two-(2) Employees on the same 24 hour shift shall have days off, which coincide unless approved in writing by the LFPD Fire Chief.
3. All Employees who earned and were not allowed to use earned vacation time during the year prior to their retirement or termination, at the time of retirement or termination, shall be reimbursed for all unused vacation time earned in the prior year of service and for all vacation time earned, but not used, in the current year.
4. The parties agree that when one (1) bargaining unit member is scheduled to be off for all, or part, of the shift for any reason other than use of benefit time (benefit time meaning: vacation time, ETO time, personal time), that any other one (1) bargaining unit member may use his/her benefit time on that same day, subject to the normal rules regarding the allowance of such time for that day.
5. The parties agree that when two (2) bargaining unit members are scheduled to be off for all, or part, of the shift for any reason other than use of benefit time (benefit time meaning: vacation time, ETO time, personal time), that any other one (1) bargaining unit member may use his/her benefit time on that same day, subject to the normal rules regarding the allowance of such time for that day, if the bargaining unit member scheduled the use of the benefit time prior to the second bargaining unit member being off for all, or part, of the shift for any reason other than use of benefit time. If the (2) two bargaining unit members are scheduled to be off for all, or part, of the shift for any reason other than use of benefit time prior to any other one (1) bargaining unit member scheduling the use of benefit time, then the day shall be considered "closed" and the bargaining unit member may not schedule the benefit time.
6. The Union agrees, by way of settlement, that upon the execution of this provision by both parties, the Union shall immediately withdraw the pending 2019-001 grievance.
7. To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining portions of this agreement shall not be affected and shall be given full force and effect.

8. This Memorandum of Understanding/Settlement Agreement will take effect upon the signature of the Union and Employer and shall be added to all subsequent CBA's between the Union and Employer as a fully enforceable and grievable provision of the CBA.
9. All other provisions and past practices of the CBA between the parties shall not be affected by the signing and enforcement of the terms and conditions of this document.

Section 7.2.3. Sick Day Accumulation. All employees shall earn sick days at the rate of Six (6) twenty-four (24) hour sick days earned on Jan. 1 of the current year. If an employee does not use his sick days then they will be carried forward from year to year. Any newly hired probationary employee shall have sick days prorated for the remainder of the 1st year according to their hire date, earning 0.5 days (12 hours) per month for each remaining month of the 1st year. Upon retirement of an employee, sick days shall be prorated according to months worked in the current year, earning 0.5 days (12 hours) per month worked, and added to the employee's sick bank.

Section 7.2.4. Sick Leave Procedure. Each Employee shall be allowed to accrue up to six (6) twenty-four (24) hour sick days per calendar year. Sick leave shall only be allowed for the actual illness or injury to the Employee, his mother, father, spouse or children (including adopted children), and must be a situation which the Employee's presence is required and shall be used as follows:

- (a) A doctor's certification will be required if an Employee uses six (6) or more sick days in any calendar year.
- (b) A doctor's certification may be required by the Chief if an Employee uses three (3) or more sick days within any thirty (30) day period. For a serious illness or injury of a member of the Employee's family which requires the presence of the Employee, up to three (3) days of sick leave may be taken in each calendar year for this reason. Any leave under this section shall be granted only with Doctor's verification of the illness which is proffered as necessitating the leave;
- (c) Sick leave will generally be used in 24 hour increments but the Shift Officer may allow an Employee who becomes ill on shift to go off duty. In that case, the Employee will be charged with whatever proportion of a sick day as he did not work due to sickness. Provided, however, that no increment shall be allowed of less than one (1) hour. Any sick time will be rounded up to the next hour. For example, if an employee works 3.75 hours less due to sickness, then he will be charged for four (4) hours of sick leave.

- (d) Notification of absence and the reason for any request for sick leave shall be given to the shift officer or his/her designee as soon as the Employee is aware that he/she is or will be unable to report for duty, and in any event, no less than one (1) hour prior to the start of the Employee's duty shift for each day the Employee is on sick leave. Failure to properly report an illness or to request sick leave will be considered an absence without pay and may also subject the Employee to disciplinary action. Employees on a medical leave as required by a doctor do not have to report their absence for each scheduled shift.

Section 7.2.5. Personal Days. Employees shall be allowed to use two (2) sick days as personal days each calendar year and said personal days shall be subtracted from previously accumulated sick days. If no sick days are available, no personal days may be taken. Personal days may not be carried forward from calendar year to calendar year. If additional personal days are necessary and requested, the request must be made in writing to the Fire Chief. Each and every request for personal days must be made in writing and it may be granted or denied at the sole discretion of the Fire Chief, which decision will be made in writing. In the event of an emergency, prompt notification shall be given to the Officer of the day, and if practical, the notification shall be in and presented in person. Personal days can be taken in twenty-four hour increments only. Provided, however, one of the two (2) personal days can be split into two (2) twelve (12) hour increments.

Section 7.2.6 Funeral Leave. In the event of a death in an Employee's/ Spouse's immediate family (defined as the Employee's /spouse, mother, father, child, brother, sister, grandparents and grandchildren), the Employee shall receive the benefit provided for herein. If the Employee is on shift when he or she is informed of a death in the immediate family which occurred during that shift, the Employee shall be allowed to take the balance of that shift day off with pay, if, and only if, the District has minimum manning on the shift without the Employee. Provided, however, all Employees shall remain on shift until minimum manning is assured unless the shift commander determines that the Employee is unable to function adequately. An additional twenty-four (24) hour shift day may be taken when the Employee has a personal or sick day to take and it is needed to attend the funeral of a member of the immediate family. Said day shall be paid at regular pay and will result in the diminution of the Employee's personal or sick day bank.

Section 7.2.7 Military Leave. Military leave shall be granted in accordance with applicable Illinois and federal law as may be amended, repealed or reenacted from time to time. Nothing in this Agreement is intended to diminish or enhance those rights. No grievance will be permitted based on this provision.

Section 7.2.8. Unpaid Leaves of Absence. The District may grant an unpaid leave of absence. Any Employee granted an unpaid leave of absence may retain membership in the District's plan for health insurance and life insurance for the duration of the approved unpaid leave of absence so long as the costs therefore are prepaid. The Employee is responsible for

paying the full cost of such health and life insurance plans while on unpaid leave of absence. It shall be the Employee's responsibility to arrange with the District of the pre-payment of the continued benefits prior to commencing any unpaid leave of absence.

Section 7.2.9 Acting Lieutenant Compensation. Employees who are called upon by the District to work as Acting Lieutenants shall be paid an additional stipend for each full hour worked as an Acting Lieutenant. The additional hourly stipend shall be based on the difference at the ten (10) year hourly rate between a Lieutenant and a fire fighter. Each year the Acting Lieutenant salary shall be recalculated to correspond to the then current difference in the ten (10) year hourly rate. A firefighter shall have to work in excess of two (2) complete hours as an Acting Lieutenant before qualifying for the additional stipend. After working for two (2) hours, all hours worked as an Acting Lieutenant, including the two initial hours shall qualify for the stipend. This compensation shall be paid, if practical, on the first pay period of June and December.

When a regular duty officer is off due to vacation, Kelly day, sick day, or personal day, the on duty Senior Firefighter on the most recent Promotional Eligibility List will act in the capacity of the Lieutenant. If no firefighter from the most recent Promotional Eligibility list is available, a firefighter may qualify as an Acting Officer, subject to the following criteria being met:

- Four (4) years of service as a full-time bargaining unit member.
- Fire Service Instructor I certificate
- Completed Phase 1 & Phase 2 of Company Fire Officer course, passed the state exam, and currently in the process of completing Phase 3 (Task Book) portion of course.
- Phase 3 (Task Book) must be completed within one (1) year of completion of the above eligibility requirements. Failure to complete the Task Book within one (1) year will result in ineligibility to qualify as an Acting Officer.

*An incomplete Company Fire Officer course will result in removal from the Qualified Acting Officer's List.

Section 7.2.10. Witness pay. When an Employee is ordered to testify in a proceeding by the Chief or is subpoenaed in an action where his involvement arises out of the performance of his duties, the Employee shall be compensated by the District for his time while responding to the subpoena or testifying. Provided, however, no Employee shall be compensated for any time which involves the Union or any Employee in any action brought under this Agreement against the District or any of its Trustees, agents, members or employees. Provided, further, no compensation shall be paid by the District unless the Employee first provides the Chief or his designee with a copy of the subpoena and the check, if any, for witness fees endorsed over to the District.

No Employee shall be compensated by the District for any time which involves the Union, time spent testifying against the District, or time spent testifying for or on behalf of

anyone having a position adverse to the District which does not arise out of the performance of his duties.

Section 7.2.11 Non-Scheduled Duty or Shifts. When the Chief determines that there is a likelihood of fewer than three (3) Employees on a shift or a manpower shortage for any reason, he may, in his discretion, hold Employees over after the completion of their shift or recall Employees who are not on shift. Time permitting; the Chief will use the following system to fill manpower shortages:

- (a) Voluntary. The first offer of additional shifts shall be made to Employees first on a voluntary system by using a list on a rotating system. One (1) list shall be maintained, containing Employees working on a twenty-four (24) hour shift. The Employee first on the list shall be offered the additional duty. If the Employee first on the list is unavailable, the next Employee on the list shall be offered the additional duty, and so on. If, after attempting to contact all eligible Employees on the list, the manpower shortage still exists, the hire back may be split between two (2) Employees, once again following the hire back system set forth above. If after this attempt has been made and the shortage manpower still exists, the off-going shift officer may require the holdover Employee to work the hire back. When an Employee(s) accepts the hire back, his name(s) goes to the bottom of the list and the other Employees move up on the list. Provided, however, an Employee who is not on shift due to a pre-arranged shift trade shall be eligible to volunteer for additional shifts.
 - (1) In the event an Officer accepts a hire back on a shift already containing an officer, shift officer shall prevail. The remaining officer shall be responsible for the duties of a Firefighter for that particular shift day.
 - (2) For an unexpected manpower shortage which affects minimum requirements and arises after the start of a shift, or an unusual emergency condition occurs, the procedure used shall be described as in paragraph (a), above. If minimum manning has not been satisfied through these procedures, the off-going shift officer may require the holdover Employee to work the hire back or an alternative procedure shall be implemented at the discretion of the Fire Chief.
 - (3) When an Employee accumulates a minimum of twelve (12) hours of additional duty, his name will move to the bottom of the list.
 - (4) When an Employee voluntarily works a non-assigned shift which begins on a Holiday (defined as New Year's Day; Easter Sunday; Memorial Day; July 4th; Labor Day; Thanksgiving Day and Christmas Day) then he or she shall be paid non-statutory overtime for this work. Employees working their regular shift and any Employees over three (3) on the shift will not be paid non-statutory overtime for their work at the rate of time and a half.

- (b) **Mandatory.** Both the Union and the District recognize the necessity of proper staffing and both parties will continue to make every effort to avoid implementing the mandatory overtime program unless such efforts have failed. If a vacancy or vacancies of Employees are not filled by the voluntary extra shift procedures provided in paragraphs (a) and (b), above, where time permits, the District will fill the vacancy or vacancies from a mandatory extra shift list created hereunder. The mandatory extra shift list will be established by reverse seniority. Assignments from the mandatory overtime list shall be as follows:
- (1) If the vacancy occurs at the beginning of a shift, the first qualified Employee on the mandatory extra shift list from the prior shift shall be required to work.
 - (2) If the vacancy occurs at any other time, the first person on the mandatory extra shift list shall be required to work.
 - (3) After an Employee has been required to work a mandatory extra shift, he or she shall no longer be eligible to work a mandatory extra shift, until the mandatory extra shift list or shift rotation is exhausted.
 - (4) No employee who has worked for forty-eight (48) consecutive hours shall be required to work an additional shift. Provided, however, an Employee who has worked forty-eight (48) consecutive hours and is willing to work an additional shift may do so, so long as safety can be maintained.
 - (5) An Employee who is ordered to and works mandatory extra shifts will be paid according to FLSA Rules & Regulations.

Section 7.2.12 Unusual Emergency Condition - Nothing set forth herein shall limit the ability of the Fire Chief to require a specific Employee with unique skills or ability to work overtime when in his sole discretion, an unusual or emergency condition exists.

Section 7.2.13. Pay Period. Regular scheduled pay periods are every two (2) weeks. Overtime will be paid for each twenty-seven (27) day cycle within fifteen (15) days of the end of the cycle or as soon as possible but no later than second consecutive paycheck.

Section 7.2.14. Health, Life and Dental Insurance/Temporary Disability Pay/PEHP.

1. Temporary Disability Pay:

Temporary Disability leave shall be granted and compensated in accordance with applicable Illinois and federal law as may be amended, repealed or reenacted from time to time. Nothing in this Agreement is intended to diminish or enhance those rights. No grievance will be permitted based on this provision. Provided, however, disability pay from the LFPD shall be reduced by any benefits which are available to the employee from any disability policy paid for by the District as a result of his or her employment by the LFPD. Temporary disability worker's compensation payments during such a period shall be turned over to LFPD.

2. Injury off The Job:

In the case where an Employee is injured at secondary, outside employment, the Leyden Fire Protection District and the Leyden Professional Firefighters Local 4329 agree to the following:

The Injured Employee shall be allowed to use his/her accumulated sick leave based on the following conditions:

If the Employee is covered by, and receiving payments from, Workers' Compensation at the secondary job, then he/she shall turn over to the District the Total Temporary Disability (TTD) payments attributable to his/her Leyden Salary. For any day the Employee turns over the equivalent of 66 2/3 of his/her Leyden salary from the TTD payments, he/she shall only be charged for 8 hours of accumulated sick leave in order to remain at full pay.

If the Employee is not covered by Workers' Compensation at the secondary job, then he/she shall be allowed to use any accumulated sick leave on an hour for hour basis in order to remain at full pay.

3. Health Insurance:

The District shall offer a hospitalization plan of insurance coverage for Employees, their spouse and the eligible dependents. The current plan can be replaced by a similar plan with an agreeable deductible or a HMO plan or a HRA plan.

Employee contributions to premium payments & deductible: Each Employee shall pay, by deduction from his paycheck, 15% of the health insurance premium attributable to the Employee and his family or dependents. Total deductible for each plan will be **\$250.00**.

No dependent or spousal coverage shall be given to dependent of active employees who do not themselves receive coverage from the LFPD group plan. The Employees are responsible for the payment of any deductibles and/or co-pays under the policy.

4. Dental Insurance:

The District shall offer a plan of dental insurance coverage which may change from time to time. LFPD shall pay the insurance premium for each Employee and his/her dependents. No dependent or spousal coverage will be given to dependents of Employee who do not themselves receive coverage from the LFPD group plan. Employees are responsible for the payment of any deductibles under the policy. Where allowed by the District's dental insurance carrier, retired Employees shall be allowed to maintain their dental insurance at their own expense.

5. Retiree Health Insurance:

The District shall pay Twenty five percent (25%) of the premium for Health insurance for retired Employee and their legal dependents upon the Employee's retirement from LFPD and until the Death of the Employee or his renunciation of benefits. At age 65, the retiree shall enroll in Medicare Primary, and the District shall pay Twenty-five percent (25%) of the retiree's supplemental coverage. The supplemental coverage will be the District's current retiree health plan, or a plan comparable without the diminishment of coverage, including all benefits afforded to Retiree's under the age of 65. Retiree's shall pay, by deduction from his/her pension check, seventy-five (75%) of the health insurance premium attributable to the Retiree and his/her family or dependants. The retiree can waive his enrollment in the District's plan and obtain his/her own supplemental coverage, to which the District shall pay Twenty-five (25%) of the premium.

6. Death of the Employee:

- a. Upon the death of an Employee or a retired Employee who was covered by the existing medical insurance plan; his legal dependents shall be given the option to purchase, at their expense, whatever insurance coverage is available to them through the group plan(s) then in force for the LFPD active Employees. Such option shall last for as long as the then current plan(s) allow.

- b. For any Employee covered by the Public Safety Employee Benefits Acts, the LFPD will provide the coverage required by that Act as the Public Safety Employee Benefits Act may be amended from time to time. Nothing in this Agreement shall extend any right not otherwise conferred by that Act.

7. Life Insurance:

Life insurance coverage in the aggregate of forty thousand dollars (\$40,000.00) shall be provided for all active full-time Employees. The LFPD shall pay all premiums for said coverage until the retirement, separation from LFPD service, or death of the employee.

8. Eyeglass Replacement.

Option 1. The District shall provide each firefighter with up to two hundred dollars (\$200.00) in the aggregate per family for an eye examination by a licensed ophthalmologist or optometrist including eyeglass or contact lens replacement in each year following the effective date of this Agreement. Provided, however, no reimbursement or payment shall be had or made if the expense is or can be covered by another third-party payer. Proof of expenditure must be provided for reimbursement.

Option 2. The District shall provide each Firefighter & Family a Vision Plan through Guardian Life at no cost to employee and family.

Each Employee shall have the opportunity to pick from these option plans on a Yearly basis according to enrollment dates.

9. Post-Employment Health Plan (PEHP): The Leyden Fire Protection District agrees to participate in the Post Employment Health Plan (PEHP) for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement; a copy of this agreement is filed with the District and the Union Board. The parties hereto designate Transamerica Retirement Solutions to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. All costs and expenses associated with the Plan shall borne solely by the Employees.

The District shall contribute the following amounts to each Employee PEHP accounts;

- A.) For sick day accumulations over 75 days: 50% of the value of such unused sick days calculated at 100% of the Employees' current straight time hourly rate.
- B.) 25% of the values of the Employees' Annual Holiday pay check. Equal to \$22.00 a month. Base on (5) five year Firefighter.
- C.) One half of one percent (.5%) of each employees' annual salary.

Section 7.2.15. Deferred Compensation. The District shall continue to offer a deferred Compensation plan similar to the one which exists at the time of the execution hereof subject to the following terms and conditions. If any of the terms or conditions of said plan changes increasing any direct or indirect cost to the District, the District is not required to continue the plan or offer another deferred compensation plan for the Employees. Any plan offered pursuant to this section shall be voluntary on the part of the Employees and shall not require any payment from the District for its administration.

Section 7.2.16. Jury Duty. An Employee shall be excused from work with pay when called for jury duty. The juror must notify the Fire Chief within three (3) days of service of summons for jury duty. The excused period will cover only those hours that the Employee is traveling to the venue required by the jury summons, time spent at the venue under the authority of the summons, and the travel time back to the firehouse. The Employee will then receive the regular pay provided that the check issued for jury duty compensation on the duty day is endorsed and signed over by the Employee to the Leyden Fire Protection District.

Section 7.2.17. Uniform Allowance. . Uniform Allowance for the start of each twelve (12) months of on duty full-time LFPD service for an employee shall be four hundred-fifty dollars (\$450.00) and said allowance shall be paid on or before September 15th of each year by the LFPD. New employees shall receive four hundred-fifty dollars (\$450.00) at the start of their employment, and will not be eligible for the allowance until the September after completing one (1) year of service. If the new employee separates service before completing one (1) year of service, said employee shall be required to reimburse the District the full amount of four hundred-fifty dollars (\$450.00). New firefighting gear shall be furnished to an employee at the start of his full-time employment with LFPD. If the District mandates changes in the dress uniform, the District shall pay for any mandated change in current dress uniform.

Section 7.2.18. Mandatory Training and/or Education. Any Employee who receives Mandatory training, education and/or continuing education classes other than during his regularly scheduled shift shall receive additional compensation at the appropriate rate of pay as provided in this Agreement per each class hour. Bargaining unit members shall be allowed paid administrative leave time off from their shifts to attend these mandatory classes without

restriction. Mandatory classes shall include the following four (4) classes (or their future equivalents, if any): a. Advanced Technician Firefighter; b. (FSVO) Fire Service Vehicle Operator; c. (FAE) Fire Apparatus Engineer; and d. (VMO) Vehicle Machinery Operations. Nothing shall preclude the requirement by the Chief for bargaining unit members to attend any other classes, training and/or continuing education classes when utilizing Employer paid administrative leave time. Mandatory classes shall be paid at the overtime rate of the employee's applicable salary during any time spent obtaining certification outside normal work shifts. This shall not include travel time to and from classes. This provision shall not apply to those courses which the Employee voluntarily agrees to attend, with approval from the Chief, however, the cost of tuition or other costs may be reimbursed by the District and, also, the employee shall be paid for the attendance of these voluntary classes at the appropriate rate of 7G pay, not including travel time. Employees may be placed on a temporary "eight (8) hour shift- forty (40) hour week," for training purposes to meet certification requirements as long as the placement of the member on this temporary shift does not reduce hours worked for purposes of overtime. §7.2.2 (F) scheduling rules shall apply.

Section 7.2.19 Tuition Reimbursement. The Board of Trustees agrees to pay the courses related specifically to achieving a Certificate or Degree in Fire Science/ Emergency medical Degree (one or the other). Courses and reimbursement must be approved by the Chief prior to enrollment. Payments will be on a reimbursement basis and will be paid upon completion of classes according to the following schedule: [A] – 100% reimbursement; [B] – 90% reimbursement; [C] – 80% reimbursement; and [D or lower] – no reimbursement;

Section 7.2.20. Non-Mandatory Detail. When an Employee requests a release and the Chief releases the Employee from his regular duties and grants the Employee a detail to a seminar, schooling or duty assignment, that Employee will be considered to have worked his regularly scheduled shift time only during the detail period. The entire detail period shall be considered as duty for Worker's Compensation purposes.

Section 7.2.21. Educational Stipend. A full-time employee achieving a Certificate in Fire Science/ Emergency medical Degree (one or the other) shall receive a Three Hundred dollar (\$300.00) annual stipend. A Full-time Employee achieving an Associate Degree in Fire Science shall receive a Five Hundred (\$500.00) annual Stipend. Said stipend shall be paid on the first pay period in June of each year. For a Certificate or Associate Degree to be approved under this section, it must be:

1. From an accredited institution in the State of Illinois; which means accredited by the North Central Association of Colleges and Schools or if in another region - Accredited by the Counsel for Higher Education Accreditation (CHEA) and a regional accrediting agency.
2. An online Study or program may be approved hereunder.
3. Program that conforms to items above and approved by the Fire Chief.

Section 7.2.22. Inspection of Personnel File. Within four (4) working days of a written request to the Chief or his designee, an Employee may inspect his/her personnel file under the following conditions:

- (a) Inspection shall occur in the District's administrative offices during normal business hours, at a time mutually acceptable to the Employee and the District. Upon request, an Employee who has an active written grievance on file may have a Union representative present during such inspection;
- (b) Upon request, copies of designated materials in an Employee's personnel file shall be provided only to that Employee, at a cost of \$.10 per 8 ½ x 11 page;
- (c) Employees will be limited to viewing their personnel file to three (3) times per year; and
- (d) A representative of the District must be present when Employees review their files. Provided, however, if a Union representative is going to be present, the Employee shall notify the Chief at least forty-eight (48) hours before the inspection and the Chief may have legal counsel present at the inspection in addition to the representative of the District.

Section 7.2.23. Paramedic Stipend. All firefighter/paramedics and lieutenant/paramedics with one or more years of completed service as a full-time sworn member of the Leyden Fire Protection District shall receive a paramedic stipend of \$1,500.00 above the base salary. Said amount shall be divided by 26 and paid as part of an eligible employee's bi-weekly paycheck and shall be effective the first paycheck following the ratification of the 2022-2024 CBA between parties.

ARTICLE VIII

HOURS OF DUTY, DUTY TRADES

Section 8.1. Hours of Work. The normal work day and work week for Employees assigned to twenty-four (24) hour shifts shall be twenty-four (24) consecutive hours of work (one shift) followed by forty-eight (48) consecutive hours off (two shifts). Each shift shall start at 7:30 a.m. and end at 7:30 a.m. the following day.

Section 8.2 Regular Work Week. The hours of duty of regular shift employees in classified firefighting service shall be established so that the average weekly hours of duty in any year, shall not exceed 53 hours. This shall be accomplished by scheduling a "Kelly Day" off duty every eighteen (18) duty shift.

Section 8.3 FLSA Work Cycle. When Kelly days are scheduled as provided in Section 1 of this Article, the District shall establish an individual FLSA work cycle for each Employee covered by this Agreement, which commences at 7:30 p.m. on the first day of the cycle and concludes at 7:30 p.m. on the 27th day of the cycle. Each Employee's work cycle shall be established so that the employee's Kelly Day falls on the shift starting at 7:30 a.m. on the 1st day of his or her work cycle and ends at 7:30 a.m. on the first day of succeeding work cycle.

Section 8.4 Kelly Day Benefits Employee shall be required to take every eighteenth shift off as a Kelly or work reduction day. A Kelly day shall be equal to one (1) twenty-four (24) hour duty day equally spanning two (2) back to back FLSA cycles. The initial rotation shall be picked by seniority on the shift and on four (4) consecutive shift days.

Section 8.5 Extra Time Off. Employee shall choose seven (7) **Extra Time Off** ("ETO") days per year. ETO days (except picks tied to seniority vacation picks, which shall be limited to two (2) per each vacation pick) shall be chosen after vacation picks and shall be picked the same as vacation on a seniority basis. No two (2) employees in a shift shall be scheduled to be off **without** written permission of the Fire Chief. ETO days not scheduled off during this period will be picked on a first come, first serve basis. Only one (1) Employee shall be scheduled off on an ETO day on any given duty day. ETO days may not be accumulated or carried over from year to year except as outlined in [§ 7.2.2\(b\)](#).

Section 8.6 Straight Time Hourly Rate. The Employee's Straight time hourly rate of pay shall be calculated by dividing the employee's annual salary by his annual paid hours of 2756.

Section 8.7. Overtime Pay. Overtime compensation will be provided in accordance with the Fair Labor Standards Act.

Section 8.8. Shift Trades. The Employees will be allowed to voluntarily exchange full or partial duty shifts with other full-time Employees provided that the shift trade receives the authorization of the Chief and the prior approval of the Shift Officers involved. Both approvals and authorization will be obtained three (3) calendar days prior to the trade where possible. No duty trade will result in the payment of overtime or result in any additional payments from the District to any of the Employees. All payments will be made as if the trade had not taken place. The following rules shall govern shift trades:

1. In order for a trade to be granted, both Employees must apply for a shift trade on an application which identifies the Employees involved in the trade and the shifts which are being traded. The repayment shall be identified on the application. The application: shall be logged in the officer's log book; shall be signed by both the Employees involved in the trade and the shift officers involved; and shall note if the trade was authorized by the Chief. No trade or

repayment shall be allowed if it results in an Employee working more than forty-eight (48) consecutive hours.

2. Shift trades of less than four (4) hours shall not require paperwork filled out. Provided, however, the shift officer must be notified and the shift trade must be written in the logbook by the shift officer/acting officer. The repayment must be identified at the time that the trade is approved.

Section 8.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 8.10. Shift Bidding. Shift Bidding shall be open to all employees holding the rank of Firefighter beginning **September 1st** of each calendar year. Employees shall submit two (2) bids for shift assignment for the following year, a *Primary* and *Secondary* bid. All bids must be submitted to the Chief by **October 1st** of that calendar year. Assignments shall be based on seniority, qualifications, certifications, and operational needs of the Department. The Chief or his designee shall determine shift assignments and have them posted on or before **November 1st** of the current calendar year. Where requested, the Chief must provide an explanation to the employee as to why their request was not granted.

ARTICLE IX

PROFESSIONAL STANDARDS

Section 9.1. Advanced Firefighter Certification. All employees hired after January 1st, 2017 must become certified as an Advanced Technician Firefighter, FSVO (Fire Service Vehicle Operator), Fire Apparatus Engineer (FAE) and VMO (Vehicle Machinery Operations), in accordance with the standards set by the Illinois Office of the State Fire Marshal within the period of (48) forty-eight months from completion of Fire Basic, or date of hire if previously certified. Any employee who fails to become so certified within the set time period shall be Terminated. All attempts must be made by the District to offer these classes and training to each Employee prior to the end of the set time period.

Section 9.2. Current Employees. All Employees covered by this Agreement, hired after January 1, 1995 must maintain emergency medical technician (EMT B/D) license, all employee hired after January 1, 2011 must maintain Paramedic (EMT-P) license and have a

valid driver's license. Any Employee whose legal ability to drive on duty is impaired physically or legally shall report the changed circumstance to the Chief or his designee. If the Employee who is unable to drive, is unable to shift trade, and the District is in a position where it must hire back an additional person qualified to drive on the shift, the Employee who is unable to drive will be furloughed without pay.

Section 9.3. Licenses Fees. All Employees covered by this Agreement, will have any (EM'S) license fees from the State of Illinois paid by the Fire District.

ARTICLE X

HEALTH AND SAFETY

Section 10.1. Protective Equipment. The District shall determine and provide protective equipment to protect Employees while in the performance of their firefighting duties.

Section 10.2. Protective Exposure Equipment. The District shall determine and provide protective exposure equipment to protect Employees from exposure to communicable diseases while in the performance of their duties.

Section 10.3. Infectious Diseases. The District shall notify an Employee as soon as possible if it is determined the Employee has treated persons found to have a contagious disease or infected with parasites. The District shall provide any medical examination and/or diagnostic test, if necessary, to protect the health and safety of the Employee and/or his family. Payment for treatment, if any, shall be in accordance with Worker's Compensation or health insurance plan covering the Employee and/or his family; whichever may be applicable.

Section 10.4 Physical. The District will provide each Employee with complete physical examinations each year. The District will pay any additional costs incurred by the Employee which are not covered by health insurance. If there is an annual deductible, the District shall attempt to schedule the examinations by February 1st of each year or/as early as possible in the plan year so that the deductible, to the extent incurred by the physical examination, shall be paid by the District. The examinations will be done at a medical facility designated by the District. Provided, however, that the only information provided to the District shall be whether the Employee is fit or unfit for duty and whether the Employee "passed" or "failed" the drug and alcohol screen. Details of any finding of unfitness or failure of the drug and alcohol screen will also be provided to the District.

Section 10.5 Physical Results. The District will receive from the medical evaluation only a report that the Employee was fit or unfit for duty and a report of whether the Employee "passed" or "failed" the drug and alcohol screen. All of the details of the medical examination shall be submitted to the Employee, not to the District. If the Employee disagrees with a finding of unfitness for duty or failure of the drug or alcohol screen, the Employee must obtain a finding of fitness for duty from a board certified medical doctor who is boarded and practices in the field in which the unfitness was found. If the District's physician and the Employee's specialist do

not agree on the Employee's fitness or unfitness, the issue of fitness will be resolved by a third board certified medical doctor who is boarded and practices in the field in which the unfitness was found and who is selected by the District's and Employee's doctors.

Section 10.6. Union Safety Committee. The Union may appoint members of a Safety Committee and shall appoint a Safety Spokesman. Whenever the District shall add a new activity or function or make a substantial modification of the work procedures, or the major purchase of new equipment, the Chief or his designee shall hold a meeting with the Union to receive input regarding the working procedures, safety, and implementation of such additions or modifications. The Safety Committee shall consist of the Fire Chief, one lieutenant, and one firefighter.

ARTICLE XI

UNION SECURITY AND RIGHTS

Section 11.1. Payroll Deduction of Union Dues and Other Withholdings. During the term of this Agreement the District agrees to make a payroll deduction each pay period, of Union dues and, once if requested in any calendar year, a special assessment, in the amount certified by the Treasurer of the Union from the pay of those Employees covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union no later than seven (7) days after the deduction is made by the District. The Union may change the fixed uniform dollar amount of Union dues once each calendar year during the life of this Agreement. The Union will give the District thirty (30) days notice of any change in the amount of union dues to be deducted.

Section 11.2.1. Objections on Religious Grounds. The obligation to pay any fee to the Union shall not apply to any Employee who, on the basis of a *bona fide* religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of any fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the Employee to an agreeable non-religious charitable organization mutually agreed to by the objecting Employee and the Union. If the Employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois Labor Relations Board.

Section 11.2.2. Objections on Other Grounds. Any non-member making a union payment may object to the amount of his/her payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such Employee with any such objection shall process his/her objection in accordance with the procedure set forth by the Illinois Labor Relations Board.

Section 11.3. Indemnification. The Union shall indemnify and hold harmless the District against any and all claims, suits or judgments brought or issued against the District as a result of any action taken pursuant to the check-off provision, including any costs incurred by the District arising from challenges to any dues or fee amount provided, that the District has not promoted or instigated such challenge.

In the event of any legal action against the District brought in a court or administrative agency because of its compliance with the Union check-off provisions of this Agreement, the Union agrees to defend the District in such action at its own expense and through its own counsel provided:

- (a) The District gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires; and
- (b) The District gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available; and
- (c) Provided, however, that nothing contained herein shall preclude the District from defending itself at its own expense.

The Union, upon receiving notice of any challenge to the check-off provisions or fair share payments, will place all disputed sums into an escrow account until the objection process is completed.

Section 11.4. File Cabinets. The District agrees to furnish suitable space within the fire station for two (2) file cabinets. The location shall be in the basement and not interfere with the operations of the District. All costs for the file cabinets shall be borne by the Union.

Section 11.5. Bulletin Board. The District agrees to furnish suitable space for a bulletin board, not to exceed twelve (12) square feet, in a convenient location in the fire station to be used only by the Union. All costs of the bulletin board will be borne by the Union. An area in the station will also be supplied to hang the Union's charter. The Union and the District shall agree upon any changes in the location of the bulletin board and charter.

Section 11.6. Meetings. The District agrees to allow the Union to hold Union meetings in the fire station (after 5:00 p.m.) as long as the Fire Chief is notified and the meetings are scheduled in advance and are held at a time when the District certifies that there is no scheduling conflict or they will not interfere with the District operations. Attendance at these meetings shall be limited to Local 4329 bargaining unit members and their invited guests. The Fire Chief shall be notified in advance of any invited guests at the earliest practical time.

Section 11.7. Union access to Firehouse during Working Hours. Non-Employee officers and representatives of the Union and its parent union shall have reasonable access to the

premises of the District during working hours to conduct business pertaining to the interpretation or enforcement of this Agreement which cannot be accomplished prior to 5:00 p.m. upon twenty-four (24) hours prior written notice of the meeting and those non-Employees invited to the meeting to the Chief or his designee. Provided, however, the advance notice may be shortened in an emergency and further provided that under no circumstances shall the non-Employees interfere with the normal work duties of the Employees.

Section 11.8. Surveillance Cameras. The District's video surveillance camera system shall not be used for the purposes of individual work measurements or output of employees, or for performance reviews or work audits, or related discipline. The Parties agree that the District may utilize the video surveillance camera system for employee discipline in instances where the system records non-routine incidents, including the following: employee violence, vehicle accidents, criminal activity, or in response to any bona fide citizen or employee complaint. In any such instance, the video evidence may be gathered from the use of the surveillance systems in order to confirm or refute such actions. At no time may such systems be used as a means to gather evidence in support of disciplinary measures except for the above.

The video surveillance camera system shall not contain audio capabilities and shall be restricted to the current camera installation locations and may be added to the other exterior and the dispatch center after prior notice to the Union. It is agreed that no surveillance cameras, any technology or systems capable of monitoring employees or their work, and any other related equipment shall be used in employee-occupied areas (dayroom, living quarters, etc.).

To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining portions of this agreement shall not be affected and shall be given full force and effect.

This Memorandum of Understanding will take effect upon the signature of the Union and the Employer and shall be added to all subsequent Collective Bargaining Agreements between the Union and the Employer as a fully enforceable and grievable provision of the Collective Bargaining Agreement. All other provisions and past practices of the CBA between the parties shall not be affected by the signing and enforcement of the terms and conditions of this document.

ARTICLE XII

DRUG AND ALCOHOL TESTING

Section 12.1 Drug and Alcohol Testing. The District may require Employees to submit to a urinalysis and/or blood test as part of an annual physical examination or if the District determines there is reasonable suspicion that the Employee has been using alcohol, cannabis, and/or drugs. Any such tests shall be at a time and place designated by the District and shall be at the District's expense. If an Employee is directed to take such a test based on

reasonable suspicion, the District shall provide the Employee and the Union, upon request, with a written statement of the basis for the District's reasonable suspicion within twenty-four (24) hours of the request. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test, to the extent practical. Except as provided for in this Article, there shall be no random testing.

In addition to the foregoing, cause for testing shall exist when an Employee is involved in a work-related accident that requires the Employee to have off site medical attention. Cause for testing shall also exist when an Employee/driver is involved in a vehicular accident involving personal injury, or property damage which reasonably appears to exceed three thousand (\$3,000.00), regardless of fault.

(a) In conducting the testing authorized by this Section, the District shall:

- (1) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and/or is capable of being certified by the Department of Health and Human Services ("HHS");
- (2) Verify that the laboratory or facility selected meets or exceeds all HHS standards;
- (3) Verify that the laboratory or facility follows chain of custody procedures for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (4) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (5) Require that the laboratory or hospital facility report to the District's medical review physician (MRO) that a blood or urine sample is positive for drugs only if both the initial screening and confirmation test are positive for a particular drug;
- (6) Have the District's medical review physician (MRO) follow up with such investigation, as the MRO deems appropriate;
- (7) Require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (8) Require that with regard to cannabis testing, impairment shall be presumed where a whole blood level is measured at 100 ng/mL of marijuana metabolites and/or 5 ng/mL of Delta-9-tetrahydrocannabinol. A lesser concentration shall not preclude

the District from establishing that the Employee was nonetheless impaired. However, a positive blood level, alone, is not determinative of impairment, and impairment must be determined in accordance with the procedures established in this Article.

- (9) Upon request, the District shall provide the Employee with a copy of any test results, without charge, which the District receives with respect to such Employee. Should the Employee have a split sample tested as set forth in paragraph (b), below, of this Section, then such Employee shall, upon request, provide the District with a copy of any test results as to such sample which the Employee receives;
- (b) In the event of a positive drug test, a portion of the tested sample shall be retained by the laboratory so that the Employee may arrange for another confirmatory drug test (GM/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the Employee's choosing and at the Employee's expense. The Employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.
- (c) Discipline up to and including termination may be imposed for use of prohibited or illegal drugs at any time while employed by the District, abuse of prescribed drugs, as well as being under the influence of alcohol or cannabis, or the consumption of alcohol or cannabis while on duty. All issues relating to the drug and alcohol testing process (e.g., whether a proper chain of custody has been maintained, etc.), but not the imposition of discipline, may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.
- (d) Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the District and no one in the Fire Department shall be informed of any such request or any treatment that may be given unless the Employee consents to the release of any such information, except that the Fire Chief and/or his designee may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance.
- (e) The District shall indemnify and hold harmless the Union, its officers and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the District under this Section in connection with the drug or alcohol testing of Employees.
- (f) Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the Employee.

- (g) In the event that an Employee is required to take a test under this Article and he is found to be under the influence, he may be sent home without pay, and with no further discipline based solely upon the test result, under the following circumstances:
- (1) the Employee has not tested positive for any drugs, cannabis, or alcohol within the ten (10) year period prior to the day of the positive test; and
 - (2) the Employee has gone to outpatient counseling offered by an institution approved by the District and completed the recommended course of treatment successfully; and
 - (3) the Employee does not test positive for drugs, cannabis, or alcohol during the period of his treatment and for a period of eighteen (18) months after the successful conclusion of the course of treatment as indicated by the outpatient counselor, during which time he will be subject to random testing; and
 - (4) The Employee acknowledges in writing that he understands that a second positive test within ten (10) years of the first positive test may result in more severe discipline up to and including termination.
- (h) If an Employee seeks help for a drug or alcohol addiction problem prior to any order for testing under this paragraph, he will be referred to outpatient counseling by an institution approved by the District.
- (i) Any Employee who refuses to obey an order for drug or alcohol testing under this Article will be subject to discipline for insubordination. Provided, however, it shall be a defense to the discipline that there is no basis for the order; the existence of some basis will defeat the defense.

ARTICLE XIII PROMOTIONS

- A. General.** Promotion to the rank of Lieutenant shall be conducted in accordance with the provisions of the [50 ILC 742](#) effective August 4, 2003, [50 ILC S742](#) (hereinafter the "Act") as it may be amended from time to time. A copy of this Act is attached as ["Appendix C"](#) to this Agreement. The procedures for promotions shall be made in accordance with the provisions of the Act unless otherwise specified in this section.
- B. Eligibility.** All promotions shall be made from employees who possess the following qualifications:
- In order to qualify to take a promotional test, an Employee must have attained the status of Fire Officer I or Company Fire Officer; have four (4) years of Seniority as a full time firefighter for the Leyden Fire Protection District on the job; and be presently certified as: EMT B/D; HazMat Ops and have an Illinois driver's license.

C. **Rating Factors and Weights.** All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components weighted as specified:

Seniority	10%
Subjective Assessment	55%
Written Evaluation	35%

D. **Test Components:**

- (1) **Written Examinations.** As per 35 of the Act.
- (2) **Seniority Points.** Seniority points shall be computed as of the date of the written examination. Points shall be awarded on the following basis: one-third a point (1/3) for each month of service in a sworn position on the Leyden Fire Protection District up to a maximum of twenty-five (25) years.

E. **Subjective Evaluation.**

- (1) **Assessment Center.** An independent vendor who will use a panel of qualified impartial fire officers from other public sector jurisdictions with similar work experience to fire officer employed by the District.

The parties agreed that they were satisfied with the test being administered by Resource Management and would not object to that firm's continuing administration of the test. (According to [50ILCS742.](#))

- (2) Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a possible total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list. The order for administering the components shall be: Seniority, Subjective Assessment, and Written Evaluation.

Immediately at the conclusion of each part of the test and prior to the administration of the next part of the test, the applicants will be given their scores for that part of the test just administered.

F. **Veteran's Preference Points:** ([50 ILCS 742/55](#)) – A candidate on a preliminary promotion list who is eligible for veteran's preference under any law or agreement

applicable to an affected department may file a written application for that preference within 10 days of the posting of the preliminary ranking list of candidates from highest to lowest point scores after all components of the testing process are complete. Additional points shall be awarded per the rules outlined by the “Rules and Regulations of the Board of Fire Commissioners” to establish the final rank order of promotional list from highest to lowest point scores.

- G. **Duration of Promotion List.** A promotion list shall be effective for a period of three (3) years from the date of its posting. The District shall take all responsible steps to ensure that the Board of Fire Commissioners maintains in effect current eligibility lists so that promotional vacancies that the Board of Trustees has funded and authorized to be filled are filled not later than sixty (60) days after the occurrence of the vacancy.

ARTICLE XIV **LEGALITY CLAUSE**

Section 14.1 Savings. If any provision of this Agreement is declared to be unlawful by any entity having proper jurisdiction of the same, the remaining provisions of this Agreement shall remain in full force and effect. In such an event, the parties to this Agreement shall meet within thirty (30) days of notification from either party to negotiate and replace the provision in accordance with the applicable law.

Section 14.2. Ordinances. Except in a declared civil emergency situation, it is agreed by the Parties that no ordinance now in effect or hereafter enacted or amended by the District during the term of this Agreement, shall supersede or change any of the terms herein during the life of this Agreement.

Section 14.3. Entire Agreement. This Agreement, upon ratification, supersedes all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein. The District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive 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, including the impact of the District’s exercise of its rights as set forth herein. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the District is considering changing during the term of this Agreement, provided the Union makes a timely and proper request to bargain over the change being considered by the District.

Section 14.4. Amendments. The parties mutually agree that this Agreement may be modified or amended by mutual written agreement between the parties.

ARTICLE XV
PARAMEDIC SERVICE/NON-FIREFIGHTING DUTIES

Section 15.1. Use of Contract Paramedics/Personnel.

1. The parties acknowledge that the authority to make appointments of firefighters to the Department is governed by the provisions of §16.06(b). 70 ILCS 705 116.06(b). Consistent with such authority the District agrees that it shall not assign a person to perform the duties of a “firefighter” who has not been qualified and certificated for a regular appointment as a classified member of the Fire Department.
2. The parties further agree that for the term of this agreement, in accordance with the authority granted under §16.06(a) they mutually agree that private or private civilian non-certificated paramedics may be assigned to perform Paramedic duties subject to the following conditions:
 - a) They shall not perform firefighting or fire suppression duties or be assigned to ride any fire suppression apparatus, provided however, an extenuating life saving emergency arises;
 - b) They shall all possess EMT-P certifications;
 - c) The number of such full-time private civilian shift personnel contracted for, or full-time public civilian personnel, shall not exceed a combined total of three (3);
 - d) In the event that economic conditions requires the District to reduce personnel, the non-certificated public or private paramedic positions shall be reduced first before any bargaining unit firefighter positions are reduced or members laid off;
 - e) Any vacancies that occur in existing firefighter positions shall be filled with Firefighter/Paramedics appointed in accordance with §16.06(b).
 - f) The parties agree that the overall shift staffing shall be four (4) personnel per shift which will include three (3) bargaining unit personnel subject to the Fire Department Substitution Act and one non-certificated single role paramedic (full or part time). If the fourth (4th) non-certificated position cannot be filled, full-

timer personnel may be subject to holdover or force back as set forth in §7.2.11 of the CBA.

3. The Parties further agree that in the event that the voters of the District successfully pass a property tax rate referendum, the Parties agree to reopen the staffing provisions of this Agreement to bargain the possible increase in the number of bargaining unit members, including but not limited to, the operation of the ALS ambulance with bargaining unit members.

Section 15.1.1 Reduction of Personnel. Reduction of Personnel. In event that economic conditions require the District to reduce personnel, contracted paramedic personnel positions will be reduced before full time positions, provided, however, that the union can provide paramedic personnel to meet the requirements of the District's then current Resource Hospital, while maintaining the economic savings required.

Section 15.2. Section 7(g) Services. As provided for in FLSA section 7(g), when an employee works a voluntary, non-firefighting off duty assignment, he will be compensated at time and one half of the following rates in the areas of fire investigation, fire inspections, and training instructions:

<u>EFFECTIVE</u>	<u>RATE</u>
January 1, 2008	\$13.00 hr.

Section 15.3. Fire Prevention Marshal

The position of Fire Marshall may be selected from senior members of the Department with over 20 years of service. This will be a permanent position with payment as follows:

Grade	Annual Salary Stipend Associated with Grade
Fire Prevention Marshal	\$ 120
Fire Prevention Marshal 1	\$ 5,500
Fire Prevention Marshal 2	\$13,500
Fire Prevention Marshal 3	\$17,000

Section 15.4. Shift Staffing. The Parties each recognize the importance of having properly trained and qualified persons assigned to each shift. Mindful of the duties and authority

vested in them under 70ILSS 705/16.06 (a), the parties agree to the following:

(A) The District shall maintain a minimum of twelve (12) full-time, active, Union Employees on the District's payroll and a minimum of three (3) full-time Employees on duty per shift. During transitional times, the District will not have less than the minimum twelve (12) full-time, active, Union Employees for longer than Ninety (90) days. Employees shall be given first consideration in the event of a hire back to meet this requirement. Any additional persons on shift may be Part Time firefighters certified to a minimum level of Firefighter Basic, Hazardous Materials Operations, and EMT-B while actively pursuing EMT-P certification.

(B) The district agrees that the engineer position on any fire apparatus will be filled by the most Senior, Qualified personnel, in accordance with Article IV of this agreement and the Office of the State Fire Marshall.

Section 15.5. Non-Assigned Time. Non-assigned time refers to that time after an employee's duty day ends. On Sundays and Holidays and after 1600 hours Monday – Friday and after 1100 hours on Saturday shall be designated 'non-assigned time'. Work routinely performed by the employee on a daily, weekly, monthly, bi-annual or annual basis shall not be assigned to employees in this non-assigned time. Excluded will be two (2) night training exercises per year in compliance with ISO requirements, which can be done at a reasonable hour after a duty day ends.

SUCCESSORS

THIS AGREEMENT shall be binding upon the successors and assigns and the parties hereto, and except where required by the Fire Protection District Act, no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer of assignment of either party hereto, or by any change geographically or otherwise in the location of place of business of either party. All terms, items and agreements contained in prior collective bargaining will remain until a new contract is agreed upon and signed.

APPENDIX “D”

The District and the Union agree to reopen the current contract in the event that the “Part Time Paramedic Program” is terminated within the effective dates, only to discuss and negotiate compensation for Full Time Paramedic employees.

District _____ Date _____

Union _____ Date _____

DATED THIS _____ DAY OF _____, 2022

LEYDEN FIRE PROTECTION DISTRICT
An Illinois municipal corporation

By: _____
Its' President

Attest:

Its' Secretary

Its' Treasurer

DATED THIS _____ DAY OF _____, 2022

LEYDEN PROFESSIONAL FIRE FIGHTERS,
Local No. 4329

By: _____
Its' President

Attest:

Its' Secretary

APPENDIX "C"

LOCAL GOVERNMENT (50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition.

"Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions

shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

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

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws

relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of

the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (e) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made

conveniently available by the appointing authority to all members of the department.

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

A vacancy shall be deemed to occur in a position 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 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.

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

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility

to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the

time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)
Sec. 900. (Amendatory provisions; text omitted).
(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)
Sec. 999. Effective date. This Act takes effect upon
becoming law.
(Source: P.A. 93-411, eff. 8-4-03.)

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APPENDIX “B”

VACATION DAY ACCRUAL¹

Length of Service	Monthly Accrual	Annual Accrual
Hire to 10 th Anniversary	.6667 day/month	8 days
10 th Anniversary to 15 th Anniversary	.75 day/month	9 days
15 th Anniversary to 20 th Anniversary	1 day/month	12 days
20 th Anniversary to 29 th Anniversary	1.25 days/month	15 days
29 th Anniversary to retirement	1.333 days/month	16 days

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¹ Vacation days earned during the first 12 months of continuous service may not be taken and do not accrue until the 1st anniversary of employment. On the first anniversary, the eight days accrue and may be taken along with those accrued during the 2nd year of employment.

APPENDIX “A-1”

**** Employees hired before 9/1/2016 pay chart***

2022	0%				2.50%	5%	7.50%	10.00%	12.50%	15%
Grade	1 Year	2 Year	3 Year	4 Year	5 Year	10 Year	15 Year	20 Year	25 Year	30 Year
FF	\$55,674.38	\$59,446.87	\$63,995.08	\$79,828.32	\$81,824.03	\$83,819.74	\$85,815.45	\$87,811.16	\$89,806.86	\$91,802.57
FF/PM	\$58,674.38	\$62,446.87	\$66,995.08	\$82,828.32	\$84,824.03	\$86,819.74	\$88,815.45	\$90,811.16	\$92,806.86	\$94,802.57
LT				\$89,779.73	\$92,024.23	\$94,268.72	\$96,513.21	\$98,757.71	\$101,002.20	\$103,246.69
LT/PM				\$92,779.73	\$95,024.23	\$97,268.72	\$99,513.21	\$101,757.71	\$104,002.20	\$106,246.69
FF Reg hourly pay	\$20.20	\$21.57	\$23.22	\$28.97	\$29.69	\$30.41	\$31.14	\$31.86	\$32.59	\$33.31
FF OT hourly pay	\$30.30	\$32.35	\$34.83	\$43.45	\$44.53	\$45.62	\$46.71	\$47.79	\$48.88	\$49.97
FF/PM hourly pay	\$20.75	\$22.11	\$23.76	\$29.51	\$30.23	\$30.96	\$31.68	\$32.41	\$33.13	\$33.85
FF/PM OT hourly pay	\$31.12	\$33.17	\$35.65	\$44.26	\$45.35	\$46.44	\$47.52	\$48.61	\$49.70	\$50.78
LT Reg hourly pay				\$32.58	\$33.39	\$34.20	\$35.02	\$35.83	\$36.65	\$37.46
LT OT hourly pay				\$48.86	\$50.09	\$51.31	\$52.53	\$53.75	\$54.97	\$56.19
LT/PM hourly pay				\$33.12	\$33.93	\$34.75	\$35.56	\$36.38	\$37.19	\$38.01
LT/PM OT hourly pay				\$49.68	\$50.90	\$52.12	\$53.35	\$54.57	\$55.79	\$57.01
AOP	\$3.79									

2023	3%				2.50%	5%	7.50%	10.00%	12.50%	15%
Grade	1 Year	2 Year	3 Year	4 Year	5 Year	10 Year	15 Year	20 Year	25 Year	30 Year
FF	\$57,344.61	\$61,230.27	\$65,914.93	\$82,223.17	\$84,278.75	\$86,334.33	\$88,389.91	\$90,445.49	\$92,501.07	\$94,556.65
FF/PM	\$60,389.61	\$64,275.27	\$68,959.93	\$85,268.17	\$87,323.75	\$89,379.33	\$91,434.91	\$93,490.49	\$95,546.07	\$97,601.65
LT				\$92,473.12	\$94,784.95	\$97,096.78	\$99,408.61	\$101,720.44	\$104,032.26	\$106,344.09
LT/PM				\$95,518.12	\$97,829.95	\$100,141.78	\$102,453.61	\$104,765.44	\$107,077.26	\$109,389.09
FF Reg hourly pay	\$20.81	\$22.22	\$23.92	\$29.83	\$30.58	\$31.33	\$32.07	\$32.82	\$33.56	\$34.31
FF OT hourly pay	\$31.21	\$33.33	\$35.88	\$44.75	\$45.87	\$46.99	\$48.11	\$49.23	\$50.35	\$51.46
FF/PM hourly pay	\$21.37	\$22.78	\$24.48	\$30.39	\$31.14	\$31.89	\$32.63	\$33.38	\$34.12	\$34.87
FF/PM OT hourly pay	\$32.05	\$34.17	\$36.72	\$45.59	\$46.71	\$47.83	\$48.95	\$50.07	\$51.19	\$52.30
LT Reg hourly pay				\$33.55	\$34.39	\$35.23	\$36.07	\$36.91	\$37.75	\$38.59
LT OT hourly pay				\$50.33	\$51.59	\$52.85	\$54.10	\$55.36	\$56.62	\$57.88
LT/PM hourly pay				\$34.11	\$34.95	\$35.79	\$36.63	\$37.47	\$38.31	\$39.15
LT/PM OT hourly pay				\$51.17	\$52.43	\$53.69	\$54.95	\$56.20	\$57.46	\$58.72
AOP	\$3.91									

2024	3%				2.50%	5%	7.50%	10.00%	12.50%	15%
Grade	1 Year	2 Year	3 Year	4 Year	5 Year	10 Year	15 Year	20 Year	25 Year	30 Year
FF	\$59,014.84	\$63,013.68	\$67,834.78	\$84,618.02	\$86,733.47	\$88,848.92	\$90,964.38	\$93,079.83	\$95,195.28	\$97,310.73
FF/PM	\$62,156.30	\$66,158.53	\$70,983.73	\$87,781.22	\$89,898.47	\$92,015.71	\$94,132.96	\$96,250.21	\$98,367.45	\$100,484.70
LT				\$95,166.52	\$97,545.68	\$99,924.84	\$102,304.00	\$104,683.17	\$107,062.33	\$109,441.49
LT/PM				\$98,338.67	\$100,719.85	\$103,101.03	\$105,482.22	\$107,863.40	\$110,244.58	\$112,625.77
FF Reg hourly pay	\$21.41	\$22.86	\$24.61	\$30.70	\$31.47	\$32.24	\$33.01	\$33.77	\$34.54	\$35.31
FF OT hourly pay	\$32.12	\$34.30	\$36.92	\$46.05	\$47.21	\$48.36	\$49.51	\$50.66	\$51.81	\$52.96
FF/PM hourly pay	\$21.99	\$23.44	\$25.19	\$31.28	\$32.05	\$32.82	\$33.58	\$34.35	\$35.12	\$35.89
FF/PM OT hourly pay	\$32.99	\$35.16	\$37.79	\$46.92	\$48.07	\$49.22	\$50.37	\$51.53	\$52.68	\$53.83
LT Reg hourly pay				\$34.53	\$35.39	\$36.26	\$37.12	\$37.98	\$38.85	\$39.71
LT OT hourly pay				\$51.80	\$53.09	\$54.39	\$55.68	\$56.98	\$58.27	\$59.57
LT/PM hourly pay				\$35.11	\$35.97	\$36.83	\$37.70	\$38.56	\$39.42	\$40.29
LT/PM OT hourly pay				\$52.66	\$53.96	\$55.25	\$56.55	\$57.84	\$59.14	\$60.43
AOP	\$4.02									

APPENDIX “A-1”
*** New Employees hired After 9/1/2016 pay chart**

2022	0.00%							5.00%	7.50%	10.00%	12.50%	15.00%
Grade	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	15 Year	20 Year	25 Year	30 Year
FF	\$55,674.38	\$59,446.87	\$63,995.07	\$69,272.82	\$74,550.56	\$79,828.32	\$81,824.03	\$83,819.74	\$85,815.45	\$87,811.16	\$89,806.86	\$91,802.57
FF/PM	\$60,174.38	\$63,946.87	\$68,495.07	\$73,772.82	\$79,050.56	\$84,328.32	\$86,324.03	\$88,319.74	\$90,315.45	\$92,311.16	\$94,306.86	\$96,302.57
LT						\$89,779.73	\$92,024.23	\$94,268.72	\$96,513.21	\$98,757.71	\$101,002.20	\$103,246.69
LT/PM						\$92,779.73	\$95,024.23	\$97,268.72	\$99,513.21	\$101,757.71	\$104,002.20	\$106,246.69
FF Reg hourly pay	\$20.20	\$21.57	\$23.22	\$25.14	\$27.05	\$28.97	\$29.69	\$30.41	\$31.14	\$31.86	\$32.59	\$33.31
FF OT hourly pay	\$30.30	\$32.35	\$34.83	\$37.70	\$40.58	\$43.45	\$44.53	\$45.62	\$46.71	\$47.79	\$48.88	\$49.97
LT Reg hourly pay						\$32.58	\$33.39	\$34.20	\$35.02	\$35.83	\$36.65	\$37.46
LT OT hourly pay						\$48.86	\$50.09	\$51.31	\$52.53	\$53.75	\$54.97	\$56.19
Acting Officer pay	\$3.79											

2023	3.00%							5.00%	7.50%	10.00%	12.50%	15.00%
Grade	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	15 Year	20 Year	25 Year	30 Year
FF	\$57,344.61	\$61,230.27	\$65,914.93	\$71,351.00	\$76,787.07	\$82,223.17	\$84,278.75	\$86,334.33	\$88,389.91	\$90,445.49	\$92,501.07	\$94,556.65
FF/PM	\$60,389.61	\$64,275.27	\$68,959.93	\$74,396.00	\$79,832.07	\$85,268.17	\$87,323.75	\$89,379.33	\$91,434.91	\$93,490.49	\$95,546.07	\$97,601.65
LT						\$92,473.12	\$94,784.96	\$97,096.78	\$99,408.61	\$101,720.44	\$104,032.26	\$106,344.09
LT/PM						\$95,518.12	\$97,829.96	\$100,141.78	\$102,453.61	\$104,765.44	\$107,077.26	\$109,389.09
FF Reg hourly pay	\$20.81	\$22.22	\$23.92	\$25.89	\$27.86	\$29.83	\$30.58	\$31.33	\$32.07	\$32.82	\$33.56	\$34.31
FF OT hourly pay	\$31.21	\$33.33	\$35.88	\$38.83	\$41.79	\$44.75	\$45.87	\$46.99	\$48.11	\$49.23	\$50.35	\$51.46
LT Reg hourly pay						\$33.55	\$34.39	\$35.23	\$36.07	\$36.91	\$37.75	\$38.59
LT OT hourly pay						\$50.33	\$51.59	\$52.85	\$54.10	\$55.36	\$56.62	\$57.88
Acting Officer pay	\$3.91											

2024	3.00%							5.00%	7.50%	10.00%	12.50%	15.00%
Grade	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	15 Year	20 Year	25 Year	30 Year
FF	\$59,064.95	\$63,067.18	\$67,892.37	\$73,491.53	\$79,090.69	\$84,689.87	\$86,807.11	\$88,924.36	\$91,041.61	\$93,158.86	\$95,276.10	\$97,393.35
FF/PM	\$62,156.30	\$66,158.53	\$70,983.72	\$76,582.88	\$82,182.04	\$87,781.22	\$89,898.46	\$92,015.71	\$94,132.96	\$96,250.21	\$98,367.45	\$100,484.70
LT						\$95,247.32	\$97,628.51	\$100,009.68	\$102,390.87	\$104,772.05	\$107,153.23	\$109,534.42
LT/PM						\$98,338.67	\$100,719.86	\$103,101.03	\$105,482.22	\$107,863.40	\$110,244.58	\$112,625.77
FF Reg hourly pay	\$21.43	\$22.88	\$24.63	\$26.67	\$28.70	\$30.73	\$31.50	\$32.27	\$33.03	\$33.80	\$34.57	\$35.34
FF OT hourly pay	\$32.15	\$34.33	\$36.95	\$40.00	\$43.05	\$46.09	\$47.25	\$48.40	\$49.55	\$50.70	\$51.86	\$53.01
LT Reg hourly pay						\$34.56	\$35.42	\$36.29	\$37.15	\$38.02	\$38.88	\$39.74
LT OT hourly pay						\$51.84	\$53.14	\$54.43	\$55.73	\$57.02	\$58.32	\$59.62
Acting Officer pay	\$4.02											

AGREEMENT BETWEEN

THE LEYDEN FIRE PROTECTION DISTRICT

AND

LEYDEN PROFESSIONAL FIREFIGHTERS,
LOCAL NO. 4329
IAFF, AFL-CIO, CLC

EFFECTIVE JANUARY 1, 2022 UNTIL DECEMBER 31, 2024

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