

AGREEMENT

Between

**The Board of Trustees of the
Palatine Rural Fire Protection District**

And

**The Palatine Rural Professional Firefighters Association
IAFF Local #3764**

Expires December 31, 2024

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PREAMBLE

This Agreement is made and entered into by and between the PALATINE RURAL FIRE PROTECTION DISTRICT (Hereinafter referred to as the "District") and the PALATINE RURAL PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL #3764 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to achieve and maintain harmonious relations between the parties and to set forth the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I RECOGNITION

Section 1.1 Recognition

The District recognizes the Union as the sole and exclusive bargaining representative with respect to all matters relating to wages and hours and other terms and conditions of employment for all full-time sworn Firefighter/Paramedics, Fire Lieutenants/Paramedics, and Captains, in the PALATINE RURAL FIRE DEPARTMENT. Excluded are all other employees including, but not limited to, all sworn or commissioned full-time Firefighters holding any rank above that of Captain; all part-time or temporary employees; all volunteer or paid-on-call Firefighters; all employees excluded from the definition of "Firefighters" as defined in subsection 1603 (g-1) of the Illinois Public Labor Relations Act; all civilian employees; and all managerial, supervisory, confidential, professional, and short-term employees, as defined in the Illinois Public Labor Relations Act.

Section 1.2 Fair Representations

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

ARTICLE II

NON-DISCRIMINATION

Section 2.1

Non-Discrimination

In accordance with applicable law, neither the District, nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, sexual orientation, age, religion, creed, color, national origin, or union membership/activities. Other than Union membership, any dispute concerning the interpretation and application of this paragraph shall be processed up through the Board of Trustee level of the grievance procedure and not subject to an appeal to arbitration. Employees dissatisfied with the disposition of such a grievance maintain the ability to file charges before the applicable administrative agency.

Section 2.2

Americans with Disabilities Act

Notwithstanding any other provisions of this Agreement, the parties agree that the District may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the 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, objectives, policies, and budget of the District and to set standards and services of the District; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications for employment and to deploy employees both internally and externally to other fire-related assignments or functions, determine total number of employees; to schedule and assign work and productivity standards and from time to time, to change those standards; to establish specialty positions and select personnel to fill them; to assign and administer overtime; to determine methods, means, organization, and personnel by which such operations and services shall be provided or maintained; to make, alter, and enforce reasonable rules, regulations, orders, and policies; to hire, evaluate and promote employees; to require the physical and mental fitness of employees; to discipline, suspend, demote, and discharge employees for just cause (probationary employees without cause); to change, relocate, modify, or eliminate existing methods, equipment, uniforms, or facilities or introduce new ones; to lay off or relieve employees; to subcontract or contract out for goods and/or services; to determine and establish training requirements for positions within the District, and to set the conditions for any probationary periods; to

establish, change, combine, or abolish positions and the job duties of any positions in accordance with operational requirements; and to take any and all actions as may be necessary in situations of bona fide civil emergency conditions, which actions may include the suspension of the non-economic provisions of this Agreement provided wage rates and economic benefits (including overtime rates) shall not be suspended and providing that the suspended provisions shall be immediately reinstated once the civil emergency conditions cease to exist. In addition, the District expressly reserves the right under this Agreement to exercise any specific management rights set forth in Section 4 of the Illinois Public Labor Relations Act. The District shall follow any express applicable provisions of this Agreement in the exercise of the foregoing rights, provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE IV **NO STRIKE/NO LOCKOUT**

Section 4.1 No Strike

Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to work overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the District. Any or all employees who violate any provisions of this Article may be disciplined or discharged by the District.

Section 4.2 No Lockout

The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union and its members with this Article. The Trustees and Fire Chief have the responsibility for ensuring compliance with the provisions of this Section and shall instruct subordinate personnel accordingly.

Section 4.3 Grievance Limitation

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of the above Section 4.1 is whether or not the conduct was prohibited or the employee(s) actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4.4 Judicial Restraint

Nothing herein shall preclude the District or the Union from seeking judicial restraint or relief of any kind and damages in the event the other party violates this Article.

ARTICLE V **UNION SECURITY AND RIGHTS**

Section 5.1 Dues Check-off

While this Agreement is in effect, the District will deduct from each employee's paycheck once each (26) pay periods the uniform, regular Union dues for each employee in the bargaining unit who has filed with the District a lawful, voluntary, effective check-off authorization form. The District will also deduct up to one uniform annual assessment in an amount certified to the District by the Treasurer of the Union from each such employee's paycheck. The District will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each employee will be direct deposited into Union's account each pay period. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues check-off may do so at any time with thirty (30) days written notice to the District and Treasurer of the Union. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the District receives a notice of revocation of dues checkout from an employee or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the District's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article IV (No Strike/No Lockout).

The actual dues amount to be deducted shall be certified to the District by the Treasurer of the Union, and shall be uniform in dollar amount for each employee in order to ease the District's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues, no more than once each calendar year during the life of this Agreement. The Union will give the District notice of any such change in the amount of uniform dues to be deducted by December 1st of each calendar year.

Section 5.2 Union Indemnification

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

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

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

ARTICLE VI **DEDUCTION OF UNION DUES AND FAIR SHARE**

Section 6.1 Payroll Deduction of Union Dues

During the term of this Agreement, the District agrees to make payroll deductions of Union dues, and up to one assessment per year, in the amount certified to be current 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 fifteen (15) days after the deduction is made by the District. The Union may change the fixed uniform dollar amount of Union dues no more than once each calendar year during the life of this Agreement. The Union will give the District notice of any change in the amount of Union dues to be deducted by December 1st of each calendar year.

Section 6.2

Fair Share Fee Deductions

Any present employee who is not a member of the Union shall be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and conditions of employment. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

The Union shall periodically submit to the District a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee to be deducted starting with the next pay check. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee shall be uniform for each employee subject to the obligation to pay fair share fee. The District shall make the fair share deduction from the wages of those employees listed as non-members in the amount previously certified to the District by the Treasurer of the Union and forward such sums to the Union within fifteen (15) days of the deduction. The Union may change the fixed uniform dollar amount of the fair share fees once each year during the life of this Agreement. The Union will give the District thirty (30) days' notice of any change in the amount of fair share fees to be deducted.

Section 6.3

Objection on Religious Grounds

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union.

Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 7.2

Inspection of Personnel File

Within seven (7) calendar days of written request to the Fire Chief or designee (or within an additional seven (7) calendar days if the original seven day time limit cannot reasonably be met), an employee may inspect his personnel file under the following conditions:

- A. Inspection shall occur at the headquarters station in the presence of the Fire Chief or designee during normal business hours, at a time mutually acceptable to the employee and the District. Upon request, an employee may have a Union representative present during such inspection;
- B. Upon request, copies of less than 25 pages of materials in an employee's personnel file shall be provided to the employee at no cost to the employee. Copies of 25 pages or more will be charged at the same rate as established by the District under the Freedom of Information Act. The fee will be waived for an employee who has a written grievance or pending charges on file and is copying his personnel file with respect to such grievances or charges.
- C. Employees will be limited to reviewing their personnel files to four times per year at reasonable intervals, unless such inspection pertains to a written grievance on file, or pending charges.
- D. If upon inspection of a personnel file an employee discovers an error or omission the employee must notify the District in writing of this error or omission within 5 days of the inspection. This written notice must include the specifics of the error or omission. The District will reply to this reported error or omission by assigning a District representative to investigate the incident within 5 days of proper notification. This reply will be in writing and will be directed to the employee who filed the original notice. After the District representative has completed the investigation the District will notify the affected employee in writing of the disposition of the investigation. The District will resolve all mutually agreed error or omissions to an employee's personnel file as quickly as possible.

The right of inspection shall not apply to:

- A. Letters of reference for that employee or external peer review documents for academic employees or institutions of higher education;
- B. Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document;

- C. Material relating to the employer's staff planning, such as matters relating to the business' development, expansion, closing or operational goals, where the materials relate to or affect more than one employee, provided, however, that this exception does not apply if such materials are, have been, or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline;
- D. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy;
- E. Records relevant to any other pending claim between the employer and employee which may be discovered in a judicial proceeding;
- F. Investigatory or security records maintained by the District to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the District's property, operations, or business, or could, by the employee's activity, cause the District financial liability, unless and until the District takes adverse personnel action based on information in such records.

ARTICLE VIII **UNION REPRESENTATIVE ACCESS**

Section 8.1 **Representative Access**

The Union's representative assigned to the bargaining unit shall be granted access to the District's facilities to meet and confer with employees during working hours so long as the District's operations are not disturbed.

Section 8.2 **No Solicitation or Distribution**

To ensure efficient operations and provision of services to the public, it is agreed that there shall be no solicitation of employees or distribution of Union materials other than during break time or after 5:00 p.m.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 9.1

Definition

A "grievance" is defined as a dispute or difference of opinions raised by an employee or the Union against the District involving an alleged violation or misapplication of an express provision of this Agreement except that any dispute or difference of opinion concerning the imposition of discipline to a probationary employee shall not be considered a grievance under this Agreement. Any disputes or differences of opinion regarding discipline shall be handled according to Article XXIII.

Section 9.2

Procedure

Step 1:

The Union or any employee who has a grievance shall submit the grievance in writing on a form provided by the Union to the Chief's designee specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement, which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the event first giving rise to the grievance or within twenty-one (21) calendar days after the employee or the Union should have become aware of the occurrence of the event first giving rise to the grievance. The Chief's designee shall render a written response to the grievant within ten (10) business days after the grievance is presented.

Step 2:

If the grievance is not settled at Step 1 and the Union or the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief within ten (10) calendar days after receipt of the Chief's designee's answer in Step 1 or within ten (10) days of when the answer was due in Step 1. The grievance shall clearly state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief shall investigate the grievance and in the course of such investigation, may offer to discuss the grievance within ten (10) calendar days with the grievant. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide a written answer to the grievant within ten (10) calendar days following receipt of the appeal or the meeting, whichever is later.

Step 3:

If the grievance is not settled at Step 2 and the Union or the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Board of Trustees within ten (10) calendar days after receipt of the Fire Chief's answer in Step 2 or within ten (10) calendar days of when the answer was due in Step 2. The grievance shall clearly state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Board of Trustees shall determine whether to hold a hearing. That decision will be submitted to the Union within 10 days after the Board of Trustees regularly scheduled meeting. If a hearing is held, the Board of Trustees will submit its ruling in writing to the Union within 10 days after its next regularly scheduled meeting following the hearing.

Section 9.3 Arbitration

If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written request for arbitration to the Fire Chief for the Trustees within ten (10) calendar days of receipt of the Board of Trustees' written answer as provided at Step 3 or within ten (10) calendar days of when the answer is due in Step 3.

- A. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of ten (10) 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. Both the District and the Union shall have the right to strike three (3) names from the panel, with the party that loses the coin toss striking the first name and the parties striking alternately until one name remains. The person remaining shall be the arbitrator.
- B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of 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 by subpoena. The District and the Union retain the right to employ legal counsel.

- 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 both parties, whichever is later.
- F. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- G. Should the Union elect the grievance/arbitration procedure to appeal the disciplinary action of this section, all costs associated with the arbitration procedure will be the burden of the losing party as decided by the arbitrator.

Section 9.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misrepresentation, or misapplication of the specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable state or federal laws, or of rules and regulations of state or federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding on the District, the Union, and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the time limits set forth in Step 1 of the grievance procedure.

Section 9.5 Employee right to Self-Representation

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at such conference and that any settlement made shall be consistent with the terms of this Agreement. A copy of any settlement shall be provided to the Union.

Section 9.6 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within the time limits set forth in Step 1 of the grievance procedure.

If a grievance is not presented by the employee or the Union within such time limits, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limits or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article.

Section 9.7 Work Time Spent for Grievances

Time spent during regularly scheduled work time by a grieving employee (or one (1) employee representing a group of grievants) and one (1) Union representative in grievance meetings specified in Section 9.5 will be considered paid work time. Grievance meetings will be scheduled at mutually agreeable times that do not require the payment of overtime.

ARTICLE X **LABOR/MANAGEMENT CONFERENCE**

Section 10.1 Labor/Management Conference

The Union and the District mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and administrative representatives of the District at least semi-annually. A member of the District Board of Trustees will be invited to attend any scheduled Labor/Management Conference if requested by the Union or management team. When practical, such meetings shall be requested at least ten (10) business days in advance by either party by placing, in writing, a request to the other for such conference and providing the other with a written agenda of items to be discussed. Such a conference shall be limited to:

- A. Discussion of the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties;
- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the District which may affect employees.

Section 10.2 Grievance/Negotiations Bar

It is expressly understood and agreed that such meetings shall be exclusive of

the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at Labor/Management Conferences, nor shall negotiations for the purpose of altering any terms of this Agreement be considered at such meetings.

Section 10.3 Conference Attendance

Attendance at Labor/Management Conferences shall be voluntary on the employee's part, and attendance by employees while on duty shall be considered time worked for compensation purposes and shall only be permitted when it does not interfere with the operation of the District. Normally three (3) bargaining unit members selected by the Union President and three (3) administration representatives selected by the Fire Chief shall attend these meetings. Meeting schedules and/or times shall be mutually agreed to by the Union President and the Fire Chief.

ARTICLE XI **SENIORITY, LAYOFF, AND RECALL**

Section 11.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn or commissioned Firefighter in the Fire Department of the District. Seniority shall accumulate during all authorized paid leaves of absence and in accordance with 70 ILCS, 705/16.16a. Seniority shall not accumulate during unauthorized absences, unpaid leaves of absence, or layoff. Conflicts of seniority shall be determined on the basis of the order of the employees on the District's hiring eligibility list, with the employees higher on the list being the more senior.

Section 11.2 Seniority Lists

The District shall prepare an annual 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 11.3 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees, Such employees will be subject to current applicable statutes as referenced in Public Act 097-0251.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall

be retroactive to his last date of hire with the District in a position covered by this Agreement.

Section 11.4 Layoff

The District, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in accordance with seniority with the least senior employee laid off first and then to the next lowest senior employee until the necessary number are laid off. In the event of a layoff, the District will provide at least 30 days' notice and will not hire civilian or part-time personnel to perform bargaining unit work.

Section 11.5 Recall

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. Employees shall be recalled in inverse order of layoff.

Employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall and notice of recall shall be sent to the employees by certified mail, with a copy to the Union. The employee shall reply to the District within seven (7) calendar days after delivery of such notice of his or her intentions. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee. It 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 11.6 Termination of Seniority

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

- A. Quits;
- B. Is discharged;
- C. Retires or is retired;

Seniority may be terminated if an employee:

- A. Falsifies the reason for a leave of absence or otherwise violates any written condition imposed for an unpaid leave;
- B. Is laid off and fails to respond to a notice of recall within seven (7) calendar days after receiving notice of recall or fails to report for work at the time

prescribed in the notice of recall, or does not otherwise timely respond to a notice of recall as provided in Section 11.5;

- C. Is absent for more than one (1) full 24-hour shift without notification to or authorization from the District and without extraordinary justification for the failure to notify or receive authorization.

ARTICLE XII

HOURS OF WORK AND OVERTIME

Section 12.1 Application of Article

This Article is intended to define the regular hours of work per day or per week during the term of this Agreement and shall not be construed as a guarantee of work.

Section 12.2 Normal Work Period and Workday

The normal workday for employees shall be 24 hours of work (one shift) starting at 7:00 a.m., followed by 48 hours consecutive hours off duty (two shifts), with the exception of time changes where the normal workday is extended or reduced by one (1) hour.

Shift employees shall perform their daily duties, which include, under normal circumstances, a one and one-half hour (1½) work out period from the beginning of shift change until 5:00 p.m. every day, except Sundays and Holidays. This 5:00 p.m. time may be extended to perform work of an emergency nature and/or to finish projects not completed by 5:00 p.m. Assignment of duties by management personnel will be done in a manner that will not abuse the ability to extend the normal workday for shift personnel beyond 5:00 p.m. There will be a break in mid-morning and a break in mid-afternoon. There will be a one-hour lunch break around midday. Should employees' lunch break be interrupted during the first 20 minutes of lunch by an emergency response, the employees responding to the call will receive a full lunch hour upon returning from the response.

Section 12.3 Changes in Normal Work Period and Workday

The shifts, workdays, and hours to which employees are assigned shall be stated on the 27-day department work schedule. Should the District, for good reason, wish to establish schedules departing from the normal workday, work period, or hours it will provide notice of such proposed change to the Union and an opportunity to bargain as to the decision and impact of such proposed change. In the event the parties do not

agree to such change, resolution shall be made pursuant to the successor impasse resolution procedures set forth in Section 14 of the Illinois Public Labor Relations Act, such procedures to be employed on an expedited basis.

Section 12.4 F.L.S.A. Work Period

The normal Fair Labor Standards Act (F.L.S.A.) work period for employees assigned to 24-hour shifts shall be twenty-seven (27) days. Each employee shall be assigned to work shifts that average 216.0 hours of work per period.

Section 12.5 Overtime Pay

Employees assigned to 24-hour shifts shall receive an additional one-half times their regular straight time equivalent hourly rate of pay for all regularly scheduled hours worked in excess of 216.0 hours in the normal 27-day work period. Hours worked outside the employee's established work schedule (due to hire or call back or for hold-over at the end of a shift) will be paid at the employee's overtime-hourly rate for all hours worked. Overtime is not applicable to those employees on duty trades. All overtime pay shall be received in fifteen (15) minute increments. For purposes of this Article, hours worked shall include contractual paid leaves, such as vacation and personal days, but shall not include uncompensated leaves.

For the purposes of computing and determining an employee's hourly rate of pay under this Agreement, the employee's base salary, and longevity pay will be added together and that sum divided by 2,912 hours for shift personnel. An employee's overtime rate will be calculated by multiplying the employee's hourly rate of pay by one and one-half.

Section 12.6 7(g) Work assignments and Compensation

In accordance with FLSA Section 7(g), the Union and the District agree that when an employee performs certain voluntary off-duty assignments, the employee will be compensated at an overtime rate less than the rates established for maintaining regular duty staffing. The regular hourly rate will be 66-2/3% of the individual's base hourly rate; the overtime rate will be equal to the individual's base hourly rate. These voluntary overtime assignments shall be performed outside of the employee's regularly scheduled hours of work, and shall include:

- Public Education
- Fire Prevention
- Mobil integrated Healthcare (*For the term of the Pilot Program*)

- Vehicle, Building, and Equipment maintenance
- Special Team Liaison, Training, and Committee Meetings
- Off duty Training & Instructors (non “RPM” related)

If one other member of the “RPM” group institutes a 7(g) Training / Instructor rate of pay, all RPM related Training & Instructor pay will be paid at a 7(g) overtime rate equal to the individuals base hourly rate.

Each employee must have a signed 7(g) agreement on file to qualify for these off duty assignments. (CBA Appendix: B)

In the event that an emergency callback occurs at a time when the employee is performing a 7(g) work assignment, the employee may be recalled to a regular duty assignment. In such circumstances the 7(g) rate of pay will be suspended and the employee shall be paid overtime based on their regular hourly rate of pay.

Section 12.7 Compensatory Time

There is no compensatory time.

Section 12.8 Required and Voluntary Overtime

The Fire Chief or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the District shall follow the procedure described in Article XXVI to seek volunteers prior to assigning required overtime work. Additionally, specific employees may be selected for special assignments based upon specific skills, ability, and experience that they may possess.

Section 12.9 Court Time

Employees who would otherwise be off duty shall be paid at their applicable hourly rate of pay for all hours worked when (1) appearing in court on behalf of the District in the capacity of an employee or (2) when preparing for an off-duty court appearance arising from employment with the District when in the presence of a prosecuting attorney or other appropriate authority. An employee who is the plaintiff or is on his/her own behalf pursuing an action against the District shall not be awarded paid leave.

Section 12.10 Duty Trades

Employees shall have the right to voluntarily exchange work shifts when the

change does not interfere with the operation of the Fire District. Employees shall provide notice to the Company Officer of such duty trade prior to the first affected shift.

Requests for trading of duty time shall be made by filling out the Request for Duty Trade Form. At least one of the parties must sign the completed form.

The completed form is then submitted to the Company Officer of the affected shift for approval. If approved, the Company Officer will sign and file the form.

The Company Officer will record approved trades in the appropriate calendar(s) and or computer(s). The Company Officer may approve or disapprove a duty trade subject to the guidelines below. Such approval shall not be unreasonably withheld.

Guidelines

- A. The Request for Duty Trade Form must be completed and signed by at least one of the parties involved prior to the time of trade.
- B. Duty trades shall be made only among personnel of the same rank, (i.e. Lieutenants may trade only with Lieutenants and Firefighters may trade only with Firefighters) unless this requirement is waived by the Company Officer
- C. Duty trades may be disallowed if there are not at least two qualified paramedics (as specified by Northwest Community Hospital) per ambulance.
- D. Duty trades may be disallowed if there are not two qualified FAE's per shift.
- E. In accordance with the Fair Labor Standards Act, the person who is normally scheduled to work will be considered on duty as far as his work cycle is concerned.
- F. Should the person scheduled to work a duty trade be taken ill and unable to report for duty, then his sick leave time shall be debited.
- G. The Palatine Rural Fire Protection District will assume no compensatory responsibility for duty trades. Repayment of duty time owed between personnel is their responsibility. Failure to repay time owed will not be compensated by the District.
- H. During a duty trade, the use of Vacation or Personal Time by an employee is not permitted.
- I. Reference duty trades, an employee must adhere to the Sick Leave Provisions in Section 16.4 General Provisions.

Section 12.11 Hold Over

When an employee is requested by the District to work additional time immediately after the regular work shift without interruption due to emergency calls or late personnel, the employee will be paid at one and one-half (1½) times the employee's basic hourly rate in monetary compensation for each hour or portion of an hour, rounded to the nearest quarter hour.

Section 12.12 Callback Pay

Callback pay is defined as those hours that an employee returns from his off duty time, following a tone out or page by the District (or its agencies), due to an emergency situation.

Callbacks shall be compensated at the rate of 1½ times the hourly rate of pay for each hour or portion thereof beginning with the call back or tone out.

Employees returning to work for a call back shall be paid for a minimum of two (2) hours.

Section 12.13 Acting Pay

Acting pay will be paid when any shift officer is off duty (or otherwise unable to fulfill his duties) and the position is not filled by normal procedures. An employee working in the rank of a higher officer will receive acting pay hours while working in that position. Compensation will be paid for the hours at the rank being filled on an hour-for-hour basis in fifteen (15) minute increments.

Rate of Pay:

The hourly rate of pay for an acting Company Officer will be equal to that of a first year Lieutenant's hourly rate of pay.

Section 12.14 Selection of Employees to Work Out of Classification

In order to prepare personnel for future leadership roles, every attempt shall be made to allow personnel to work in leadership roles above their classification. The selection of employees to work out of classification shall be the responsibility of the Company Officer and will adhere to the following guidelines.

- A. All persons working out of classification shall complete the Department's orientation for the position they are going to act in prior to working in that position.

- B. Selection shall first be made from those employees who are permanently assigned to that shift, in the order they appear on the current eligibility list.
- C. If there are no persons from that shift on the eligibility list, the selection shall be made from those employees from a different shift and on the eligibility list working a trade or overtime.
- D. If there are no employees working who are on the eligibility list for that day, the Company Officer will appoint a person appropriately qualified to act out of classification.

Section 12.15 Maximum Hours of Work

The maximum number of hours worked may not exceed 72 hours within any 84 hour period.

Guidelines:

- A. Hours of work are defined as any combination: of regular duty, overtime, 7(g) work detail and duty trade hours.
- B. It is the employee's responsibility to track total hours worked.
- C. It is the employee's responsibility to notify the Company Officer by 7:00 AM if hours worked will exceed 72 during a shift.
- D. An employee cannot work more than 48 consecutive hours prior to the start of the employee's regular scheduled 24 hour shift.
- E. Exceeding the 72 hour limit will only be allowed in cases of emergency and must be approved by the Fire Chief or designee.
- F. An employee must forfeit overtime or duty trade hours to meet this standard. The District will assume no compensatory responsibility for an employee exceeding the 72 hour limit with the exception of an approved emergency. Should an employee fail to monitor total hours worked and exceed the 72 hour limit and requires the District to send the employee home for the 12 hour time off, the employee will be charged sick time.

Section 12.16 Light Duty Assignment

An employee who is assigned to light duty will have the option of working five (5) eight-hour days, Monday through Friday, or four (4) ten-hour days, Monday through Friday.

An employee may submit a request for an alternate work schedule to the Fire Chief or his designee, provided that the proposed schedule includes 40 work hours per week and required light duty tasks can be performed during the proposed hours. No light duty will be allowed (or scheduled) on Sundays, Holidays, or after 7:00 PM Monday through Saturday.

ARTICLE XIII **HOLIDAYS**

Section 13.1 **Holidays Observed**

The District shall observe the following paid holidays for all employees covered by this Agreement:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Christmas Eve 12 hours (1900 hours to 0700 hours)
- New Year's Eve 12 hours (1900 hours to 0700 hours)

The District shall observe the following unpaid holidays for all employees covered by this Agreement:

- Martin Luther King Jr.
- Day after Thanksgiving

Section 13.2 **Holiday Pay**

Shift personnel actually working on designated paid holidays shall be paid for all hours worked at the rate of 1.5 times their regular hourly rate.

Exception: Shift personnel actually working from 1900-0700 on Christmas Eve and New Year's Eve shall be paid Holiday pay for 12 hours worked at the rate of 1.5 times their regular hourly rate.

Section 13.3 **Sunday and Holiday Work Routine**

Sunday and holiday work routine generally shall be the basic checking and maintenance of emergency vehicles, equipment, and house cleaning. In addition to the above, response to all emergencies and non-emergency requests and any details or training that is scheduled by another jurisdiction shall be performed. It is agreed that assignment of details on such days will not be made for purposes of harassment or retribution. RPM Company training is excluded from this provision where holidays are concerned, and shall be performed when all companies are training.

ARTICLE XIV **VACATIONS**

Section 14.1 Eligibility and Allowances

Employees shall start to earn vacation allowance as of their date of hire. Employees assigned to 24-hour shifts shall be awarded their accrued annual vacation time each calendar year.

All full-time employees shall receive their accrued annual vacation time each calendar year in accordance with the following schedule:

<i>Length of Completed Continuous Service</i>	<i>Number of 24-Hour Shifts per Year</i>
After 1 year of service	7 shift days/year
After 3 years of service	8 shift days/year
After 6 years of service	9 shift days/year
After 9 years of service	10 shift days/year
After 15 years of service	11 shift days/year

Vacation time shall be taken in 24-hour blocks for shift personnel. Vacation time in blocks of less than the above specified may be taken with the approval of the Fire Chief or his designee.

Employees assigned to 24-hour shifts shall earn prorated vacation time for any calendar month in which they receive compensation for more than one-hundred-twenty (120) hours of work. For the purposes of this section only, contractual paid leaves taken shall be considered "hours of work".

Section 14.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job classification.

Section 14.3 Scheduling and Accrual

Employees shall be awarded vacation time by the District in accordance with District service needs and, if possible, the employee's desires. It shall be the responsibility of the Fire Chief to determine the number of employees who can be scheduled off at any one time, which shall be one (1) employee per shift, (Vacation and Personal Time) when possible.

The calendar year for vacation picks is January 8th of the upcoming year to January 7th of the following year.

The employees on each shift shall select their vacation preferences in the order of their seniority with the most senior employees having the first choice, the next senior having the second choice, and so on. Shifts requested for vacation must be consecutive for each seniority pick. The vacation periods requested pursuant to this procedure shall commence in October with each shift going through one round of picks each duty day until all rounds are completed. The picks from all rounds shall be submitted to the Fire Chief or his designee(s) for approval by December 1st of each year. The Fire Chief or his designee(s) shall review the requests and post a vacation schedule on or before December 15th. If an employee fails to select his vacation schedule by December 1st of each year, said employee voids his seniority rights in regards to vacation schedule preference and the Fire Chief or designee shall then have the sole authority to determine said employee's vacation schedule for this period.

After the vacation schedule has been established, employees can reschedule previously scheduled vacation days only with the approval of the Fire Chief or his designee(s). Employees on the same shift may trade vacation time with mutual consent of both employees. Requests to reschedule vacation after the posting of the annual vacation schedule will be taken on a first-requested, first-received basis and granted, provided the request is consistent with the needs of the district. Vacations to be scheduled and taken during a given calendar year are vacation allowances expected to be earned during the calendar year.

Employees who have an anniversary date during the fiscal year may not select such additional vacation time until all other employees have picked their vacations.

It is the intent of the District to have all shift personnel on a standard vacation calendar cycle the year following their first anniversary of continuous service.

To accomplish this, new hires will have their vacation time prorated for the period between the date of their first anniversary of service and January 7th. The monthly accrual rate will be 14 hours per full month of service. This monthly accrual will follow provisions as stated in Section 14.1 and will be selected according to Section 14.3. This prorated accrued vacation time cannot be used until after the employee's anniversary date.

Upon completion of this initial vacation calendar year the employee's vacation allowance will follow the normal provisions as outlined in Section 14.1.

Section 14.4 Vacation Carry Over

In general, vacation leave must be taken by the end of the calendar year for which it was earned. Vacation time that cannot be used during the calendar year due to a Workers' Compensation injury shall be carried over to the following year. Employees may carry over up to 24 hours of vacation leave to the next calendar year upon approval of the Fire Chief or his designee. Any other vacation time not used in the calendar year except as noted in this paragraph will be lost.

Section 14.5 Payment upon Separation

Employees, or their estate in case of death, shall be compensated for all earned but unused vacation at the time of separation. Employees who have been with the District for less than one year will receive prorated vacation pay at the time of separation. In the event an employee's seniority is terminated for any reason after he has taken vacation time that was not yet fully earned, the District may deduct any vacation benefits that were used but unearned from any final compensation due to the employee.

Section 14.6 Cancellation of Vacation Time

The cancellation of vacation time by the District is not allowed, except in declared emergency situations.

ARTICLE XV **BEREAVEMENT LEAVE**

Section 15.1 Paid Bereavement Leave

The employee must notify the Chief or his designee of the death of a family member as soon as possible and shall provide satisfactory evidence of the death of a family member upon request.

In the event of the death of an employee's legal parents, spouse, child (including step children), grandchildren, grandparents, parents-in-law, brother, sister, daughter-in-law, or son-in-law, the employee shall be granted one (1) 24-hour shift as bereavement leave.

Employees may extend bereavement leave an additional one (1) 24-hour shift day through the use of sick leave. Such request shall be made to the Fire Chief or his designee with a response given as promptly as possible. If an employee has no sick time, the time will be charged to the employee's vacation or personal time allowance.

In the event of the death of other family members (by blood or by marriage), employees may be granted time to attend formal services as necessary and reasonable. The time will be charged to the employee's personal time allowance.

Leave time must be used within (3) three calendar days of the date of the death or formal services for the family member of the employee, unless an exception is granted by the Chief or his designee. It is understood that only the necessary time needed shall be used.

If a death or funeral occurs during a previously scheduled paid or unpaid leave of absence, except for vacation or personal leave, Bereavement leave will not be granted and there will be no additional pay to the employee. If an approved Bereavement Leave occurs during a previously scheduled vacation or personal day, one day will be credited to the employees' vacation/personal day account. That credited day must be used within the same calendar year.

ARTICLE XVI **SICK LEAVE**

Section 16.1 **Purpose**

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

Section 16.2 **Allowance**

Any employee contracting or incurring any non-service connected illness or injury (except where the illness or injury is incurred while the employee is performing compensated service, including self-employment, outside of his employment with the District) shall receive sick leave with pay as set forth in this Article. Sick leave shall be used for no less than (1) hour and may be utilized only for the purposes specified in this Section and Section 16.4. Employees who sustain an on-the-job illness, injury, or disability shall be compensated as provided by the state law.

Section 16.3 Days Earned in Accumulation

Employees shall earn twelve (12) hours of sick leave for each month of service with the District, with no maximum accumulation restrictions. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than one-hundred-twenty (120) hours of work. For the purposes of this Section only, contractual paid leaves shall be considered "hours of work". An employee who is discharged for just cause forfeits all accumulated sick leave. Sick leave shall not be earned during a period of a leave of absence without pay in excess of 30 days or during a suspension without pay.

Section 16.4 General Provisions

- A. Personnel shall be entitled to sick leave when they are personally ill or physically incapable of coming to work or when their spouse, domestic partner, dependents, or parents are seriously ill or injured.

The use of sick leave for members of the family other than the employee in excess of 50% of the accrual earned annually shall require the employee to comply with the applicable provisions of the Family and Medical Leave Act (FMLA).

- C. Twenty-four (24) hour shift employees who are off on sick leave for two (2) consecutive twenty-four hour shifts, or in conjunction with scheduled time off, must submit a physician's note to the Chief or his designee explaining the reason for the absence, and when the employee can return to work. All medical information will be kept confidential.
- D. When an employee calls in sick, the employee cannot work a shift/staffing overtime assignment until the employee returns and works a minimum of 12 hours.
- E. If an employee calls in sick when scheduled to work a duty trade, the following provisions shall apply:
 - 1. The first time an employee calls in sick the employee will be charged hour for hour sick time.
 - 2. The second, and subsequent time(s) an employee calls in sick within 12 months, the employee will be charged 1-1/2 times sick time if the sick time results in the District expending overtime to fill a vacancy created by the use of sick time.

Section 16.5 Payment of Sick Leave

Sick leave payments will only be paid in accordance with Sections 16.8, 16.10, and 16.11.

Section 16.6 Sick Time Donations

Sick time donations are intended for the sole purpose of supporting an employee during a long-term injury or illness and all donations are voluntary only. Individuals wishing to donate sick time must maintain a minimum of 240 hours of sick time in their personal reserves. Individuals wishing to donate sick time may only donate a maximum of 72 hours to another employee per occurrence.

Should the District be reimbursed for the employee's wages by Workman's Compensation or some other means, the members who donated their hours to the sick or injured individual shall be reimbursed in full.

Section 16.7 Repayment of Sick Time Donations

An employee who has had sick time donated to them due to an extended illness will be allowed to pay back sick time under the following guidelines:

- A. The employee must maintain a minimum of 240 hours in their personal sick time bank.
- B. The employee reimbursing sick time must complete a sick time donation form noting the number of hours and the employee to be reimbursed.
- C. Reimbursement can only be made on a semiannual basis in January and July.

Section 16.8 Sick Leave Pay Upon Termination

Employees with less than twenty (20) years of service with the District who voluntarily terminate their employment will receive no payment for accumulated sick leave.

Section 16.9 Investigation of Sick Leave Usage

The Fire Chief or his designee retains the right to audit, monitor, and/or investigate sick leave usage. After 72 hours of use within a calendar year, or if an employee is reasonably suspected of abuse, the Chief or his designee may take corrective action such as discussing the matter with the employee, requiring the

employee to seek medical consultation from a physician identified by the Chief or his designee, or instituting sick leave verification calls. Substantiated abuse of sick leave will result in appropriate disciplinary action up to and including termination, against the employee. Symptoms of sick leave abuse includes but are not limited to: prolonged and/or frequent absences immediately preceding or following weekends, holidays, duty trades, personal days or vacation periods, etc.

Section 16.10 Sick Leave for Post-Employment Health Coverage

For those employees who retire in good standing from the District with twenty (20) or more years of service and at age fifty (50) or later, the District shall deposit 85% of their accumulated, uncompensated, and unused sick time dollar value, based on their last day base hourly rate, into the mutually agreed upon post retirement sick leave plan, if such plan exists and is available. The District shall not be required to pay any costs for administration of such Plan, but rather all such costs shall be borne by the employees participating in such Plan.

Section 16.11 Payment for Accumulated Unused Sick Leave upon Death of Employee

In the event an employee dies while employed by the District, the District shall deposit 50% of their accumulated, uncompensated, and unused sick time dollar value, based on their last day base hourly rate, into the mutually agreed upon post retirement sick leave plan established on behalf of the employee's surviving spouse and/or dependents. This amount will increase to 85% of the accumulated, uncompensated, and unused sick time dollar value if, at the time of death, the employee is over age (50) or has more than twenty (20) years of service with the District.

Section 16.12 Notification

Notification of absence due to illness shall be given to an individual designated by the Fire Chief (normally the Company Officer on duty) as soon as possible, but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was not feasible. Notification shall be provided on the first day of such absence and every day thereafter, unless this requirement is waived by the Fire Chief or his designee in writing or the employee provides a physician's verification of anticipated absence. Failure to properly report an illness may be considered an absence without pay and may subject the employee to disciplinary action as well. All Medical information will be kept confidential.

Section 16.13 Medical Examination

The District may, at its discretion, require an employee to submit a physician's verification of illness, provided such requests for verification will not be used to unduly harass employees. If the employee has been or will be absent for two (2) consecutive shifts, the District may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be just cause for discipline, up to and including termination. Any employee who fraudulently obtains sick leave will reimburse the District for sick leave and the District may deduct such amounts from his paycheck. The District, at its option, may require an employee to submit to an examination by a physician or other appropriate medical professional chosen by the District. If the District requires an employee to submit to an examination by a physician or other medical professional designated by the District, the cost of that examination will be paid by the District to the extent it was not covered by insurance (i.e., with no out-of-pocket expense to the employee).

In the event of any dispute between the employee's personal physician and the District designated physician, the District, at its expense, may request that the dispute be submitted to a third physician mutually selected by the employee's physician and the District designated physician. The opinion of the third physician shall be determinative of the employee's actual illness or fitness to return to duty.

ARTICLE XVII **OTHER LEAVES**

Section 17.1 Military Leave

Any employee who is a member of the military of the United States of America or the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted an unpaid leave of absence during the period of such activity, normally not to exceed two (2) calendar weeks in any calendar year. Any extension of this benefit for training purposes shall be at the sole discretion of the Fire Chief or his designee. Such approval or lack thereof shall not be subject to the grievance procedure. Any further extension of military leave beyond two weeks per year shall be in accordance with state and federal law. Vacation time or personal leave may be used instead of unpaid leave.

Section 17.2 Jury Duty

Any employee who is required to submit to jury selection procedure or serve on a jury shall be granted a paid leave of absence for the term of such jury service during his regularly scheduled duty hours. In exchange, the employee shall endorse his jury pay for regularly scheduled duty hours over to the District.

The employee will advise his Company Officer immediately upon receiving notice that he may be required to appear for jury duty. A copy of such notice must be filed with the Company Officer and the Chief.

If required by the court to “call in” daily for possible jury assignment, the employee will contact the on-duty Company Officer the evening prior to the employee’s normal shift day to advise of his jury status for the next day. This will allow the Company Officer to make adjustments in manning as necessary. For those counties that provide half day jury duty notice, the employee shall immediately inform the Company Officer who will make arrangements for a replacement.

Section 17.3 Paternity, Maternity and Adoption Leave

Paternity/Maternity leave is allowed when an employee’s spouse or the employee has a birth in the family. Adoption leave is allowed when an employee adopts a child. Employees are allowed up to two (2) shift days off for paternity or adoption leave with such leave charged to the employee’s vacation time, personal leave, or sick leave. Requests for such leave must be approved the Fire Chief or his designee.

Paternity leave must be used within 144 hours of the time of the event, such as birth of a child, mother comes home after giving birth, newborn baby comes home for the first time, or date of legal adoption.

Section 17.4 Leave of Absence

Leave of absence shall be defined as periods of excused absence from work without pay. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless specifically approved in writing in advance by the Fire Chief.

ARTICLE XVIII **PERSONAL LEAVE**

Section 18.1 **Accumulation**

All full-time employees shall receive personal days each year per the following schedule:

First Year of Service	4 hours per month earned (2 days)
After One Year of Service	10 hours per month earned (5 Days)
After Three Years of Service	14 hours per month earned (7 Days)
After Six Years of Service	16 hours per month earned (8 Days)
After Nine Years of Service	18 hours per month earned (9 Days)

Accrual of personal leave will be based on an employee's anniversary. When an employee's hire date falls between the 1st and the 15th the employee will get full credit for the month and when the date falls on the 16th or later in the month, no credit will be given for that month

Section 18.2 **Scheduling**

Personal leave will not be scheduled until all vacation time has been picked. The method of scheduling personal leave will be the same as has been established for the picking of vacation time with the number of employees who can be scheduled off at any one time being the same as set forth in Section 14.3.

Personal leave may be used in one (1) hour blocks and is to be scheduled in advance.

Section 18.3 **Personal Leave Guidelines**

- A. Personal leave may be granted for emergency needs upon notification to the Fire Chief or his designee. (see Section 18.4 Emergency Personal Leave Guidelines).
- B. All personal leave advanced will be deducted from the following year allocation.
- C. Any employee who leaves the employment of the District and who has taken advance personal leave must pay to the District an amount equal to the number of advance personal time hours times his hourly rate of pay at the time the advance personal time was given.
- D. All personal leave not used will be lost.

- E. Upon resignation or termination from service, personal leave not used will not be compensated in any form.

Section 18.4 Emergency Personal Leave Guidelines

Personal leave may be granted for emergency needs upon notification to the Fire Chief or his designee. In the event of an emergency situation, personal leave time should be requested eight (8) hours prior to the employee's scheduled starting time, whenever possible.

- A. The nature of the emergency must be disclosed to the Fire Chief or his designee prior to approval.
- B. Emergency personal leave may be used in 15 minute increments with a 1 hour minimum.
- C. If emergency personal leave is granted the employee will return to duty immediately upon mitigation of reported emergency.
- D. Should an employee not have personal leave available for an emergency leave, the Fire Chief may advance up to a maximum of 24 hours to the employee.

Section 18.5 Cancellation of Personal Leave

The cancellation of personal leave by the District is not allowed, except in declared emergency situations.

ARTICLE XIX **UNIFORMS AND EQUIPMENT**

Section 19.1 Uniform Guidelines

Upon hiring, the District will issue each employee Health and Safety Committee recommended and District-approved clothing and equipment that meets or exceeds NFPA standards, if available, for station wear, exercise wear, and turnout equipment.

Initial uniform issue will consist of the following:

- 3 Pairs of Uniform Pants
- 2 Class "B" Shirts (1 L/S and 1 S/S)
- 7 T-Shirts (5 S/S and 2 L/S)
- 2 RED T-Shirts
- 1 Job Shirt
- 1 Belt

- 1 Jacket
- 1 Pair of Station Footwear
- 2 Pairs of Exercise Shorts
- 2 Exercise T-Shirts
- Badge
- Name Tag

Additional uniform attire will be issued as necessary for new hires attending a five day per week fire academy.

Each employee will receive, on account, an annual uniform and shoe allowance of \$600 on January 1st. Uniform requisition will be made in accordance with and tracked through the District Quartermaster system and will be limited to approved items for wear or use on duty. All purchases must be requisitioned through the Quartermaster by October 15th of each year. Unused portions of a uniform and shoe allowance will not be carried over into the next fiscal year. While employees are allowed to maintain two (2) pairs of station footwear, no more than one (1) pair may be replaced in any calendar year.

Upon termination of employment, all such provided uniforms and protective clothing shall remain the property of the District and shall be returned in a serviceable condition less normal depreciation and destruction in the course of employment.

The employee shall be responsible for replacing uniforms and equipment that is damaged due to abuse or negligent destruction or loss. It is understood that employees are required to return worn out or damaged items in order to receive new ones.

Additionally, employees shall not wear their uniforms off duty except when reporting to and from work, unless authorized by the Fire Chief.

Section 19.2 Equipment Guidelines

Employees shall not operate District equipment for non-duty purposes or on non-duty time unless authorized by the Fire Chief.

ARTICLE XX **BULLETIN BOARDS**

Section 20.1 Bulletin Boards

The District will allow the Union to have a bulletin board available for its use at each station in a location mutually agreed to by both parties. The Union will be permitted to post on this bulletin board notices from the parent organization of the

I.A.F.F., meeting minutes, Union bylaws, and other items and notices, subject to the Fire Chief's approval. Such approval shall not be unreasonably withheld. There shall be no posting by employees of advertising of non-fire service or Union related products and/or services, partisan political material, and/or notices or other kinds of literature that may be construed by either party to be derogatory or inflammatory in nature.

ARTICLE XXI **INSURANCE BENEFITS**

Section 21.1 Coverage

The District shall continue to offer all health, dental, and vision plans that were available to the employees immediately prior to the signing of this Agreement, as long as such plans are available. If one or more of these plans are no longer available, the District will meet with the Union and negotiate any changes in insurance benefit plans.

Section 21.2 Change of Plans or Carriers

The District shall not change the insurance plan or carrier without thirty (30) days' notice to the Union. If such a change is instituted, the District shall bargain the impact of those changes with the Union prior to implementation.

Section 21.3 Employee Cost

Employees shall pay 19.5% of the total cost of their selected District group plan. The District's maximum contribution will be fixed at 80.5% of the District group plan selected.

If the total insurance costs to the District increase by more than 7.5% in any one year, the District will meet with the Union and negotiate changes in benefits to comply with the total dollars available.

Retirees shall pay 100% of the premium costs plus any applicable administrative fee not to exceed 3%.

During an approved unpaid leave of absence or layoff of more than thirty (30) days, an employee shall be entitled to coverage under applicable group medical, disability, and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and pays 100% of the entire insurance premium involved including the amount of premium paid by the District. Military leave is not considered an unpaid leave of absence.

Section 21.4 Cost Containment

The District reserves the right to institute cost containment measures relative to insurance coverage as long as the basic level of insurance benefits remain substantially similar to the insurance coverage in effect immediately prior to the implementation of such cost containment measures. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing care review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 21.5 Family Insurance for Line of Duty Death of a Member

- A. Insurance Provided: The District shall pay 100% of the cost of the applicable premium (spouse, spouse and child, or family) for the hospital and medical insurance plan (including major medical, dental, prescription, and vision) provided under the group policy held by the District for anyone covered under this Agreement who has been killed in the line of duty.
- B. Test for Line of Duty Death: The test for qualifying for a duty related death will be the same as defined by State law, 820 ILCS 315.
- C. Termination of Insurance
 - 1. This benefit shall cease for the spouse upon the cohabitation or remarriage of the surviving spouse, or upon the death of the surviving spouse.
 - 2. This benefit shall cease for the surviving children upon their 18th birthday or emancipation.
 - 3. This benefit shall cease upon the surviving spouse qualifying for coverage under another group health insurance plan.

Section 21.6 Life Insurance

The District shall provide all employees covered by this Agreement with \$50,000 term life insurance with 100% of the cost to be paid by the District.

Section 21.7 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (including HMO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and

conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered breach by the District of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the District, employee or beneficiary of any employee. This provision shall not be construed to relieve the District of any obligations under Section 21.1.

ARTICLE XXII GENERAL PROVISIONS

Section 22.1 Gender

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

Section 22.2 Ratification and Amendment

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

Section 22.3 Termination Effect

Upon the expiration of this Agreement, all benefits and obligations herein under shall be terminated and shall not survive the Agreement. If interest arbitration is invoked, as provided under Section 14 of the Illinois Public Labor Relations Act, the District will maintain the status quo to the extent required by Section 14 of the Act. The parties may also extend the terms of this Agreement by written agreement.

Section 22.4 Fitness for Duty Examinations

All employees shall maintain their physical and mental conditions at a level that enables them to properly and efficiently perform the essential functions of the position with or without reasonable accommodation. The Fire Chief may require any employee of the District to submit to a physical or mental examination to determine the individual's fitness for duty. The expense of this examination shall be paid by the District. An employee will receive overtime compensation for this examination if the District is

unable to schedule this examination on the employee's normally scheduled shift day or light duty assignment. This provision will only apply to duty related injuries. If a deficiency or condition is found which interferes with the employee's ability to perform the essential functions of his or her position with or without reasonable accommodation and is correctable according to the physician, the employee shall make every effort to follow the physician's instructions to correct the problem. Failure to make a reasonable effort within a reasonable period of time shall be cause for disciplinary action.

The employee may seek a second opinion from a qualified physician, selected and paid for by the employee. If that physician determines that the employee is fit for duty, the District shall resolve the dispute by submitting to the employee a list of three qualified physicians not associated with the firm/practice group of the District's initial physician (though they could be in the same hospital) from which the employee shall select one physician whose examination results shall be binding on the District and the employee.

Section 22.5 Physical Fitness Requirements

In order to maintain efficiency in the Fire Department, protect the public, help with reducing insurance costs and risks, and for the benefit and well-being of the employees, the District may establish a reasonable physical fitness program with recommended individualized goals. All employees may be required to participate in any such program. Employees are expected to make reasonable progress toward achieving their individualized goals. Failure to participate in the physical fitness program will result in disciplinary action. The parties shall meet and agree on any program that has required physical fitness levels prior to implementing such a program.

Shift employees shall, under normal circumstances, participate a minimum of one and one-half hours (1½) in a physical fitness workout program every duty day. The District will make every attempt to have the one and one-half hour time available for physical fitness from the beginning of shift until 5:00 p.m. unless precluded by emergency calls.

Section 22.6 Employee Physicals

Employees shall be given annual physical examinations at no cost to the employee. Bills for such physical examination shall first be submitted through the District's medical insurance carrier for payment. The District shall pay any portion not paid by insurance and any amount charged to the employee deductible. Such physicals shall, at the District's request, include a full blood screening with no cost to the employee. All results of the tests from annual physicals requested by the District shall be confidential (except as required by OSHA and other federal agencies) between the employee and the exam center. The examination center will notify the District as to

whether an employee passes or fails the annual physical examination. The District will make its best effort to schedule the physicals during the first quarter of the insurance deductible year.

Section 22.7 Drug and Alcohol Testing

The District, at its expense, may require an employee to submit to urine, breath, and/or blood tests if the District determines there is reasonable suspicion for such testing. There shall be no random or unit-wide mandatory testing, except the District may randomly test an individual employee for twenty-four (24) months following completion of an alcohol/substance abuse treatment program. The District also reserves the right to require a drug/alcohol test for all applicants seeking to be hired or transferred into the bargaining unit and during annual physicals. The determination to test shall be made by a supervisor, in consultation with a Chief Officer, based on the following:

- Specific observations of use or possession.
- Physical symptoms of being under the influence or the withdrawal effects of illegal drugs, cannabis or alcohol.
- Patterns of abnormal or erratic behavior concerning an employee's appearance, conduct, speech, behavior, or body odors.

An employee may also be required to submit to alcohol, cannabis, and/or drug testing for: a) any on-duty vehicle accident in which a driver/apparatus operator causes significant damage to equipment or property, or which results in personal injury requiring emergency medical treatment away from the scene of the incident; or b) any personal injuries which an on-duty employee causes to himself/herself or another person which requires emergency medical treatment away from the scene of the incident.

The District shall use only licensed clinical laboratories which are certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for such testing which shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is a reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirming test (GC/MS or a scientifically accurate equivalent) shall be conducted at the District's expense. An initial positive test result shall not be submitted to the District unless the confirming test result is also positive as to the same sample. Upon request, the District shall provide an employee with a copy of any test results, without charge, which the District receives with respect to such employee. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirming test (GC/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. Once the portion of the tested sample leaves the clinical laboratory selected by the District, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

A one-time voluntary request for assistance with drug and/or alcohol problems (i.e., where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential and any information received by the District as a result of such a request shall not be used in any manner adverse to the employee's interests, except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment.

Section 22.8 Printing and Supplying Agreement

The District will provide the Union with two (2) copies of this Agreement and any future Agreement upon final ratification. The District will make this document and any effective Agreements between the District and the Union covering employees, available in a searchable electronic format.

Section 22.9 Maintenance, Repair, and Cleaning Duties

Employees agree to continue to perform all maintenance, repair, and cleaning work or similar duties that have been performed by bargaining unit members in the past. Employees shall not be assigned to perform work which they are neither capable nor qualified to perform. Employees, who perform maintenance, repair, or mechanical duties within the scope of their employment for the District shall not be deemed financially or otherwise responsible for work they perform in a responsible manner. Nothing in this Section shall be deemed to, in any manner, limit the scope and extent of emergency response duties to which employees may be assigned consistent with their fire protection and emergency medical response duties.

Section 22.10 Pensions

For the term of this Agreement, the District agrees to maintain its obligation to the Fireman's Pension fund as required by Illinois Revised Statutes, 40 ILCS 5/4-101 et. seq.

Section 22.11 Residency

There is no residency requirement for personnel employed with the Palatine Rural Fire Protection District.

Section 22.12 Subcontracting

It is the desire of the District to continue to provide direct fire protection services to the current geographic area being served with the current employees. However, the District cannot guarantee the actions of other governmental bodies that may impact that desire. Therefore, the District agrees to provide at least twelve (12) months' notice if it is financially necessary to eliminate any bargaining unit work due to declining tax revenues or a reduction in the service area for the District. Prior to finalizing any plans the District shall meet with the Union for the purpose of discussing alternatives.

Section 22.13 Prohibitions

The use of illegal drugs and/or abuse of legal drugs, cannabis, or alcohol by members of the Palatine Rural Fire Protection District present unacceptable risks to the safety and welfare of both district employees and the public. It is the policy of the Palatine Rural Fire Protection District, and the Union agrees, that the public has the right to expect that persons employed by the District will be free from the effects of drugs and alcohol while on duty. The District has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community.

The term "illegal drugs" herein is defined as any drug that is unlawful under federal or state laws except for cannabis as its legal status applies in the State of Illinois.

Employees shall be prohibited from:

- A. The use, sale, purchase, delivery, or possession of illegal drugs at any time or at any place (on or off the job) while employed by the District except when authorized in the line of duty.
- B. The abuse of prescription drugs.
- C. Failing to report to the Fire Chief any known adverse side effects or restrictions to normal duty, as reported to the employee by a pharmacist or physician, of medication or prescription drugs which an employee may be taking. Employees shall have the affirmative obligation to advise their pharmacist and physician of their job and to inquire about any restrictions that any medication or prescription drugs they may be taking will have on their duties.
- D. Consuming or possessing alcohol while on duty (excludes cooking alcohol).
- E. Consuming or possessing cannabis while on duty.

- F. Being under the influence of alcohol while on duty (which shall be defined as any blood alcohol level above .02%), shall be cause for discipline up to and including termination.
- G. Being under the influence of cannabis while on duty (which shall be defined following U.S. Department of Transportation guidelines as testing positive for cannabis levels of greater than 50ng/ml, with a confirmation test of greater than 15ng/ml). The parties agree to open this matter for renegotiation in the event that USDOT testing standards for cannabis are changed.

Section 22.14 Telephones

Employees are asked to limit incoming and outgoing personal calls during work time to those absolutely necessary. Long distance calls of a personal nature that are charged to the District's telephone bill are strictly prohibited unless authorized by the Fire Chief or his/her designee.

Section 22.15 Roll Call

The purpose of a Roll Call is to establish a daily protocol to determine proper daily manning, to determine proper uniform and the exchanging of pertinent information between shift personnel.

At approximately 0700 hours the company officer, or his/her designated alternate, will hold Roll Call for the on-coming shift in the apparatus room of the fire station. Off- going shift personnel can be dismissed at the end of their shift once they have been relieved by an appropriate qualified person and any pertinent information is passed on to the on-coming shift relief personnel.

- A. It will be the full responsibility of the on-coming shift personnel to obtain all pertinent information from the person that he/she is relieving, to include information referencing the status of the following:
 - 1. Apparatus
 - 2. Equipment
 - 3. Station
 - 4. District
 - 5. Pass-On Sheet Information
- B. All personnel will report to roll call in the uniform of the day and the company officer will be responsible for the following:

1. Attendance.
2. Daily apparatus and job assignments will be made at Roll-Call.
3. Review and assignment of scheduled training for the day
4. The Pass-On sheet will be read
5. A report will be made on the condition of all apparatus and equipment related to its in-service and out-of-service status.
6. Condition of uniforms and of employees will be evaluated.

Section 22.16 Special Teams

Employees, serving on the Hazardous Materials Team, the TRT team, and the Fire Investigation Team, will receive an annual payment of \$750 for being on one or more of these special teams. As part of the Special Team Stipend, team members shall meet all the continuing education requirements for team membership as specified by the MABAS and or Strike Force team leaders. The District is not obligated to pay overtime necessary for members to attend training, except training that is mandatory under ADM-06. The Union accepts that the current economic situation of the District is such that overtime for training will most likely not be available. Where an on duty member's attendance at a required team training session would not cause staffing to fall below the District's requirement, the member shall be allowed to attend team training. Overtime or backfill shall be provided by the District, as necessary, for the team leaders to attend team meetings, but not drills or training.

Section 22.17 On Duty Injury

In instances where an employee is injured while on duty or at a fire department function and it is unclear whether the injury will be covered by the District's Workman's Compensation carrier, the instance will be considered an on the Job Injury by the District until proven otherwise, but not to exceed thirty (30) days. This includes time off and light duty assignments. If the injury is not covered by Workmen's Compensation the District will then place the employee on sick leave and debit the employee's sick time, personal time and/or vacation time to recoup time off used.

Section 22.18 Education / Training funding

The District will establish an Education / Training fund in the amount of \$8000 for each year that this agreement is in effect. The District Training Officer in conjunction with a designated representative of Union Local #3764 will develop the guidelines for the use of this fund. These guidelines will be subject to approval of the Fire Chief. The fire chief or his designee shall have ten (10) business days to deny any training request submitted under this section. Any properly submitted training request not denied within ten (10) business days shall be considered approved.

ARTICLE XXIII **DISCIPLINARY ACTION**

Section 23.1 **Employee Discipline**

Discipline shall be designed to improve and correct behavior, not merely to punish and will be administered in accordance with the Firemen's Disciplinary Act. Disciplinary actions instituted by the District shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Employees may be subject to discipline, up to and including discharge. Discipline, excluding reprimands, shall be for just cause; probationary employees with or without cause. Disciplinary actions generally shall be taken in accordance with tenets of progressive discipline, including oral reprimand, written reprimand, suspension, demotion, and discharge. Nothing herein shall preclude the District from imposing any level of discipline, including discharge for any particular situation.

The parties recognize that the Board of Fire Commissioners of the District (Commission) has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire Commissioners.

Section 23.2 **Disciplinary Action - Suspension of Five Days or Less**

If the Fire Chief initiates disciplinary action involving a suspension of five (5) days or less, the following procedures shall apply:

The Fire Chief will serve written notice of the charges and penalty upon the employee involved. Within seven (7) calendar days of receipt of the notice, the employee must elect the forum for any appeal of the disciplinary action either to the Board of Fire Commissioners or, subject to the approval of the Union, through the grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other. No appeal to arbitration will be made without the consent of the Union. The time period may be extended beyond seven (7) calendar day by mutual written agreement of both parties.

Should the Union elect the grievance/arbitration procedure to appeal the disciplinary action of this section, all costs associated with the arbitration procedure will be the burden of the losing party as decided by the arbitrator.

Section 23.3 Disciplinary Action - Suspension of More than Five Days

If the District desires to initiate disciplinary action involving a suspension of more than five (5) days, the following procedures shall apply:

The District shall serve written notice of the charges and proposed penalty upon the employee involved. Within seven (7) calendar days of receipt of the notice, the employee must elect the forum for the hearing of the proposed disciplinary action either before the Board of Fire Commissioners or, subject to approval of the Union, through the grievance arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other. No appeal to arbitration will be made without the consent of the Union. The time period may be extended beyond seven (7) calendar days by mutual written agreement of both parties.

Section 23.4 Grievance Arbitration Option

Any appeals of disciplinary action in Sections 23.2 and 23.3 shall start at Step 2 of the Grievance Procedure in Article IX of this Agreement.

Section 23.5 Disciplinary Action - Demotion or Discharge

If the discipline proposed is demotion or discharge and within the authority of the Commission, the following procedures shall apply:

The District shall serve notice of the charges and proposed punishment to the employee at the time the Secretary of the Board of Fire Commissioners is served with a copy to the Union. The Commission shall notify the employee by certified mail of the time and place of the hearing. Upon conclusion of the hearing, the findings and decision of the Board of Fire Commissioners shall be served on the employee. Upon receipt of the Commissioners' final decision and confirmation by the Board of Trustees, the employee may elect to appeal the disciplinary action to either grievance arbitration as stipulated in Section 9.3 of this Agreement or Administrative Review in accordance with the procedure set forth in 70 ILCS 705/16.13b. No appeal to arbitration will be made without the consent of the Union. Selection by the employee of one process shall constitute a waiver of the other.

Section 23.6 Reprimands

Employees may appeal written reprimands only through the grievance procedure set forth in this Agreement to the Board of Trustees and no further. However, in the event the employee arbitrates subsequent disciplinary action involving suspension or discharge which relies upon a previous reprimand for the imposition of the more serious discipline, then the merits of the prior reprimand may be heard by the arbitrator. An employee may file a written reply to any reprimand. If the District has reason to reprimand an employee, it will make every effort to do so using methods that will not seek to humiliate the employee in a personal manner in view of other employees or the public.

Section 23.7 Board of Fire Commissioners Option

The Fire Chief shall not file any formal charges with the Commission before the employee has had an opportunity to exercise his election of forum within the seven (7) calendar day period. If the employee notifies the District of a desire to have the charges heard before the Commission, the District may proceed with the proposed disciplinary action in accordance with the procedures set forth in 70 ILCS 705/16.3a subject to the employee's rights to appeal and hearing described therein.

Section 23.8 Finality of Arbitrator's Decision

If an Arbitrator sustains the grievance, the District shall be bound by the Arbitrator's decision and shall not file charges as to the incident with the Commission. If the Arbitrator finds just cause for the discipline, the employee and/or Union shall not have any further right to contest such charges and penalty before the Commission.

Section 23.9 Timeliness of Suspension

Any suspension issued shall be implemented as soon as reasonably possible from the date of the incident giving rise to the disciplinary action or from the date of the District's knowledge of such incident, whichever is later, given the District's right to a reasonable opportunity to investigate the incident. Once the District has completed its investigation and has informed the employee of the length of suspension to be imposed, the suspension shall begin to be served within thirty (30) days of the employee's receipt of notice of the disciplinary action.

Section 23.10 Suspension Limitations

It is agreed that there can be suspension of greater than thirty (30) calendar days, however, in no event shall there be a suspension without pay greater than thirty (30) calendar days in the aggregate, unless consented to by the employee.

ARTICLE XXIV **TESTING CRITERIA FOR PROMOTIONS**

Section 24.1 Eligibility for Promotion

In accordance with Section 24.1 of the Agreement between the Board of Trustees of the Palatine Rural Fire Protection District and the Palatine Rural Fire Protection District Firefighters Association, IAFF local #3764, the eligibility requirements to participate in the promotional process is as follows:

- A. Lieutenant
 1. Five years full time service with the District at the time of the written examination.
 2. Certified EMT-P
 3. Illinois State Certified FF III or Advanced Technician Firefighter

- B. Captain
 1. Illinois State Certified Fire Officer I or Company Fire Officer
 2. Certified EMT-P or EMT-B
 3. Two years' experience as a Lieutenant with the District at the time of the written examination

All promotional candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. Each component of the testing process shall be based on a 100-point scale and following the application of the weighting process, the total score shall also be based on a 100-point scale.

Section 24.2 Criteria for Determining Promotions

These criteria will be administered in accordance with 50 ILCS 742/20.

- A. Percentage of Score: The following percentages will be used in the evaluation process of the positions listed in the table.

	Lieutenant	Captain
Examination	70%	70%
Ascertained Merit	10%	10%
BOFC Peer Review	5%	5%
Education	5%	5%
Seniority	10%	10%
TOTAL	100%	100%

- B. Examination: The examination will consist of written test batteries, an assessment center examination, and an oral test performance. The percentage for each component of the examination is as follows:

Component	Percentage
Written test	30
Assessment Center	30
BOFC Oral Interview	10

- C. Ascertained Merit: An individual's score for ascertained merit will be determined by a variety of factors to include: (Using the Evaluation form in Appendix "D")

1. PREVIOUS PERFORMANCE EVALUATION FOR THE PREVIOUS THREE (3) YEARS
2. ATTENDANCE
3. CERTIFICATIONS
4. DEPENDABILITY/INITIATIVE
5. COOPERATION/MOTIVATION
6. SUPERVISORY SKILLS
7. LEADERSHIP
8. JUDGMENT AT EMERGENCY SCENES
9. ORAL/WRITTEN COMMUNICATION SKILLS

Each item is scored on a five point scale with one (1) being the lowest and five (5) being the highest score. For the Lieutenants Promotional, the Ascertained Merit Evaluation will be completed by the three (3) current lieutenants, the three (3) current Assistant and Deputy Chiefs, and the Fire Chief for a total of seven (7) evaluators. These numbers may vary should a vacancy occur in one of the ranks.

After scoring each of these Lieutenant's promotional Ascertained Merit Evaluations, the high and low scores will be thrown out and the remaining five (5) evaluations will be averaged together for a final Ascertained Merit score for the candidate.

For the Captain promotional, the Ascertained Merit Evaluation will be completed by the three (3) current Assistant and Deputy Chiefs, and the Fire Chief for a total of four (4) evaluators.

After scoring each of these Captain promotional Ascertained Merit Evaluations, the four officers will meet to discuss and come to some sort of consensus on each area score that has a difference of more than 2 points for factors 5 through 10. For these areas that have a difference of more than 2 points, the Fire Chief will make the final determination of bring the scores into alignment.

D. BOFC Peer Review: The Commissioners peer review has maximum allowable percentage points of 5. The final process, although different from the BOFC Oral Interview, will be determined by the commissioners prior to the promotional orientation. In general, the peer review will consist of several questions that all candidates will be required to complete. Once all the Peer Review Evaluations forms are turned in, the Commissioners will each receive a copy of all the evaluation forms for each candidate. Each Commissioner, after reading and evaluating each peer evaluation for a candidate, will score each question between zero (0) and five (5). They will then average the scores for each question to obtain a total score for that evaluation, repeating the process for each Peer Review Evaluation form by each Commissioner. The three (3) Commissioner scores will then be averaged together to obtain a final score for each candidate.

E. Education: Candidates will be awarded points for each of the following degrees/certificates listed below from a state or an accredited university. The degree does not have to be fire related to qualify for a point. Points will be awarded for the highest college degree obtained and any subsequent lower degrees or additional degrees will not be awarded points. The maximum allowable percentage points in education is 5.

- Fire Officer I or Company Fire Officer (full or provisional) – Lieutenants Exam Only – 1 point
- Fire Officer II or Advanced Fire Officer (full or provisional) – 1 point
- Associates Degree. – 1 point

- Bachelor's Degree – 2 points
 - Master's Degree. – 3 points
- F. Seniority: Candidates will be awarded one (1) percentage point for each year of continuous full time employment in his/her current rank rounded to the nearest day up to a maximum of ten (10) percentage points for Lieutenant and Captain.

Section 24.3 Requirements during the Promotional Process

- A. A mandatory mini-seminar (2-4 hours) on assessment center testing will be provided by the District for all candidates.
- B. Testing dates will be equally dispersed over the shifts so as not to provide any undue burden on any one shift or group of candidates.
- C. Candidates will be advised of their scores after each component of the testing process. This notification will be sent to the candidates via email or in a sealed envelope. The total scores will not be posted until the initial eligibility list.
- D. The final eligibility will only list the candidate ranking and will indicate a candidate's total score.
- E. After the final eligibility list is posted for each promotional, each candidate that participated will be required to complete an evaluation on the promotional process. The evaluation will be completed and turned into the Fire Chief within 10 business days after the posting of the final list. The evaluation form will be designed by the BOFC and distributed at the initial promotional orientation meeting.
- F. These evaluations will be reviewed by the promotional committee made up of one Commissioner, the Fire Chief, and no more than two members from Local #3764 or their designee, provided there is no cost to the District. The goal of the committee is to look at what works and what doesn't work within the promotional process and offer recommendations for change to the District Board of Trustees and Local #3764.

Section 24.4 Notice of Promotional Examinations

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

- A. The deadline by which all applications will be received.
- B. The time and place where such examinations will be held.
- C. Any applicable minimum aggregate passing score.

- D. The position to be filled from any resulting eligibility list.
- E. A list of recommended reference materials and their availability. Which may include 3 – 5 outside resources.

The requirement of notice by publication of every promotional examination by newspapers, the Internet, or other legal notices is waived.

The District shall provide a list of reading and study materials for current written examinations and the past two (2) written examinations, and make these available and accessible at the fire station.

Section 24.5 Written Notice of Intent

Every member qualified and eligible to submit to promotional examination shall, within 21 days after posting of examination notice, notify the Commissioners of his intent to submit to examination or of his intent to waive the opportunity to submit to such examination using the memo form in **Appendix “C”**.

ARTICLE XXV **TRANSFERS**

Section 25.1 Shift Selection

Senior Employees will be allowed to make shift selections every two years. The selection process will commence on September 11th and be completed by September 18th. Selections will be made in a rotating fashion according to seniority starting with the Lieutenants then followed by Firefighters who have attained top pay scale, as of the start of the September 11th process. The remaining Firefighters will be assigned at the Fire Chief’s discretion.

Upon completion of the process, Union Local #3764 will draft a shift change schedule for implementation during the period of January 8th thru January 15th. This shift change schedule cannot have any financial impact for the District and must be submitted to the Fire Chief by October 1st. for approval.

Section 25.2 Voluntary Transfers

Employees of equal rank and/or qualifications may request to change shifts once each year in January. When two employees mutually agree to change work shifts they shall submit their request to the Chief or designee on or before October 1st. A request for shift change shall not be unreasonably denied and approval or denial shall be returned to the employees affected by October 15th. Voluntary shift changes shall not

obligate the District to any additional cost.

Section 25.3 Emergency Transfers

When the need arises for an emergency transfer due to long term illness, injury, or other situation in the best interest of the District, the District may transfer an employee to the vacancy. If no voluntary shift change requests are on file (dated within the last 12 months), the District post a notice of vacancy for a period of six (6) days. Those employees with shift change requests on file will be offered the shift change first, provided that they meet the qualifications necessary to fill the vacancy and will be considered a voluntary transfer per Section 25.2. If there are no volunteer's or the volunteers do not meet the qualifications the District will assign an employee of its choice. Employees who are assigned for this purpose shall be compensated as outlined in Section 12.5 and any previously approved vacation time period will be granted even if there is another employee on an approved leave. If it becomes necessary for an emergency transfer to occur more than once in a year, the District shall attempt to rotate who is moved.

ARTICLE XXVI **HIREBACK PROCEDURES AND GUIDELINES**

Section 26.1 Necessity for Hireback

Scheduling of two (2) individuals off on the same duty day shall not be allowed without the approval of the Fire Chief or his designee. It may be necessary to hire back personnel due to leaves, sickness, schooling, training, court appearances, shift changes, emergencies, and other unforeseen circumstances. The District will hire back employees whenever absences cause on-duty personnel to fall below the District's requirements.

When an employee is needed to fill a vacancy on shift, selection of said employee shall be handled by the Union and made from a hireback schedule maintained by a designated Union representative for each shift.

Vacancies, as determined by the Company Officer shall only be filled by employees of equal or greater qualifications; e.g., a Firefighter for a Firefighter, Paramedic for a Paramedic; except if this provision is waived by the Company Officer. Should this provision be waived, note Section 12.14 on Working out of Classification.

ARTICLE XXVII CLEAN INDOOR AIR ACT POLICY

Section 27.1 General Policy

In accordance with the Illinois Clean Indoor Air Act and any other applicable local ordinance, State statute, and Federal regulations, no person shall smoke or use tobacco products of any kind in any District facility except in areas designated by the Fire Chief as a smoking area in compliance with these ordinances, statutes, or Acts.

Section 27.2 Designated Smoking or Tobacco Use Areas

The Fire Station is designated as a smoke free building and smoking or tobacco use in the District Fire Station is NOT permitted. A designated area at the rear exterior of the fire station is designated as an area where smoking or the use of tobacco products is permitted.

All employees are strongly encouraged to quit smoking. Employees who do not quit smoking shall not smoke or chew tobacco while riding or operating Fire District vehicles, at the scene of emergency incidents, during training, or at public events while on duty, and shall confine their smoking or tobacco use on District property to the designated areas outside the Fire Station.

ARTICLE XXVIII COMPENSATION

Employees shall be compensated in accordance with the current wage schedule that is included in Appendix A.

ARTICLE XXIX SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by state or federal law, or held invalid and unenforceable by operation of law or by any state or federal board, agency, or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In the event of such circumstances, the parties will meet (at the request of either party) to negotiate as to items within the scope of the stricken or unenforceable provision.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the District by federal or state

law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

It is agreed by the parties that no Palatine Rural Fire Protection District ordinance now in effect or hereafter enacted or amended during the term of this Agreement, shall supersede or change any of the terms of this Agreement.

ARTICLE XXX ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term unless specifically provided for otherwise. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the District as provided in the management rights clause.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by Illinois or federal law ordinance from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The District and the Union specifically waive any right it might have to impact or effects bargaining for the life of this Agreement.


The parties agree that in the event the District, or any successor, negotiates or has any existing collective bargaining agreement with any other bargaining unit of its employees during the term of this Agreement which provides for a greater percentage increase in wages, or greater paid leave benefits, or more favorable employee health insurance premium contributions, then the employees covered by this Agreement shall be entitled to the same percentage wage increase, paid leave, or insurance contribution requirement.


ARTICLE XXXI TERM OF AGREEMENT

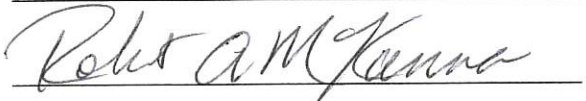
This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than two hundred twenty (220) days or later than sixty (60) days prior to the expiration date that it desires to modify this Agreement. Failure to provide such notice will result in an automatic one-year extension of the expiration date. In the event that written notice is given, negotiations shall begin no later than forty-five (45) days prior to the expiration date or sixty (60) days after written notice is received, whichever is sooner.

Executed this 13th day of December 2021

PALATINE RURAL FIRE PROTECTION
DISTRICT







PALATINE RURAL FIREFIGHTERS
LOCAL #3764







APPENDIX A

Salary Schedule

The following salary rates and step increases shall be in effect for Firefighters, Firefighter/Paramedics, Fire Lieutenants, Fire Lieutenant/Paramedics and Captains covered under this contract.

Firefighter/Paramedic	1/1/2022	Hourly	1/1/2023	Hourly	1/1/2024	Hourly
Starting	\$70,767.00	\$24.30	\$72,890.01	\$25.03	\$75,076.71	\$25.78
After 6 months	\$73,717.00	\$25.31	\$75,928.51	\$26.07	\$78,206.37	\$26.86
After 1 year	\$76,667.00	\$26.33	\$78,967.01	\$27.12	\$81,336.02	\$27.93
After 18 months	\$79,617.00	\$27.34	\$82,005.51	\$28.16	\$84,465.68	\$29.01
After 2 years	\$82,567.00	\$28.35	\$85,044.01	\$29.20	\$87,595.33	\$30.08
After 3 years	\$88,467.00	\$30.38	\$91,121.01	\$31.29	\$93,854.64	\$32.23
After 4 years	\$94,367.00	\$32.41	\$97,198.01	\$33.38	\$100,113.95	\$34.38
After 5 years	\$100,300.00	\$34.44	\$103,309.00	\$35.48	\$106,408.27	\$36.54
Lieutenant/Paramedic	1/1/2022	Hourly	1/1/2023	Hourly	1/1/2024	Hourly
Starting	\$109,534.00	\$37.61	\$112,820.02	\$38.74	\$116,204.62	\$39.91
After 1 Year	\$112,475.00	\$38.62	\$115,849.25	\$39.78	\$119,324.73	\$40.98
After 2 years	\$115,417.00	\$39.63	\$118,879.51	\$40.82	\$122,445.90	\$42.05
Captain	1/1/2022	Hourly	1/1/2023	Hourly	1/1/2024	Hourly
	\$124,650.00	\$42.81	\$128,389.50	\$44.09	\$132,241.19	\$45.41

Fire Fighter III Pay

A Firefighter who has obtained a Firefighter III (or Advanced Firefighter Technician) certification and has less than 10 years of service with the District shall be paid \$250.00 as an annual stipend which will be included in the first regular payroll check in December. For the year in which the certification is received, the stipend amount will be prorated to the nearest full month from the date of the certification. A Firefighter, who has obtained a Firefighter III (or Advanced Firefighter Technician) certification and has completed 10 years of service with the District by December 1st, shall be paid an additional \$500 annual stipend for a total of \$750 per year. This stipend will be included in the first regular payroll check in December.

Fire Officer I Pay

A Lieutenant who has obtained a Fire Officer I (or Company Fire Officer) certification and has less than 5 years in rank with the District shall be paid \$250.00 as an annual stipend which will be included in the first regular payroll check in December. For the year in which the certification is received, the stipend amount will be prorated to the nearest full month from the date of the certification. A Lieutenant who has obtained a Fire Officer I (or Company Fire Officer) certification and has completed 5 years in rank with the District by December 1st shall be paid an additional \$500 annual stipend for a total of \$750 per year. This stipend will be included in the first regular payroll check in December.

Fire Officer II Pay

A Captain who has obtained a Fire Officer II (or Advanced Fire Officer) certification and has less than 5 years in rank with the District shall be paid \$250.00 as an annual stipend which will be included in the first regular payroll check in December. For the year in which the certification is received, the stipend amount will be prorated to the nearest full month from the date of the certification. A Captain who has obtained a Fire Officer II (or Advanced Fire Officer) certification and has completed 5 years in rank with the District by December 1st shall be paid an additional \$500 annual stipend for a total of \$750 per year. This stipend will be included in the first regular payroll check in December.

Paramedic Preceptor pay

A Paramedic who precepts a student in the Northwest Community Hospital (NWCH) paramedic program will receive a stipend. This payment will be made to the Paramedic by separate direct payment by NWCH.

Early Notice of Termination

When an employee provides the District with a non-revocable letter of intent to retire not less than 6 months prior to the employee's retirement date, the employee shall be paid a stipend of \$1,500 to be included on the employee's last paycheck.

This stipend is a one-time payment and shall not be included as part of the "monthly salary attached to his or her rank in the fire service on the date of retirement or separation from service" for the purpose of calculating the employee's pension as prescribed in Section 4-109 of the Illinois Pension Code.

Employee Retention Incentives

Any employee hired after September 15, 2020 who successfully completes his/her probationary period before December 31, 2024 shall receive a one-time retention incentive stipend in the amount of \$4,000 upon the completion of three years of uninterrupted service to the District.

Employees hired prior to September 15, 2020 shall receive a \$1,000 stipend each time an employee hired after September 15, 2020 who successfully completes his/her probationary period before December 31, 2024, completes three years of uninterrupted service to the District. All members will be limited to a maximum of \$4,000 in retention incentive stipend payment(s) under this agreement.

The "Employee Retention Incentives" section of this agreement is intended to exist solely for the period of the collective bargaining agreement which expires on December 31, 2024, with payments made to employees based on the employment dates listed above and shall not automatically continue in any successor agreement unless specifically bargained for.

Employee retention incentive stipends are one-time payments and shall not be included as part of the "monthly salary attached to his or her rank in the fire service on the date of retirement or separation from service" for the purpose of calculating the employee's pension as prescribed in Section 4-109 of the Illinois Pension Code.

Appendix: B

**AGREEMENT TO PERFORM 7(g) WORK ASSIGNMENTS
PURSUANT TO SECTION 7(G) OF THE
FAIR LABOR STANDARDS ACT (29 U.S.C. SEC. 207 (G))**

I, _____, agree and understand that for all straight time hours in my regular job as a **Firefighter/Paramedic** for the Palatine Rural Fire Protection District, I will be paid \$_____ per hour, and I will be paid 1-1/2 time that rate or \$_____ per hour for all overtime hours worked in that regular job in accordance with the current Collective Bargaining Agreement. I also agree and understand that for all straight time hours performing 7(g) Work Assignments for the Palatine Rural Fire Protection District, I will be paid \$_____ per hour, and I will be paid 1-1/2 time that rate, or \$_____ per hour for all overtime hours worked in those assignments. Lastly, I understand and agree that all my hours performing 7(g) Work Assignments for the Palatine Rural Fire Protection District will be paid at the 7(g) overtime rate.

Signature

Date

APPENDIX C



**Palatine Rural Fire Protection District
Interoffice Memorandum**

TO: Board of Fire Commissioners
FROM:
RE: Promotional Exam Intentions
DATE:

The Board of Fire Commissioners, Palatine Rural Fire Protection District, is in the process of establishing a new Promotional Eligibility List for the rank of _____.

Per the Article 24, Section 24.5 of the current labor agreement between the Palatine Rural Fire Protection District and the Palatine Rural Firefighters Association, IAFF Local #3764, I am giving written notice of my intentions to challenge, or waive my right to challenge, the promotional exam for the rank of _____.

INTENT TO CHALLENGE EXAM: _____

INTENT NOT TO CHALLENGE EXAM: _____

DATE: _____

Appendix: D

PALATINE RURAL FIRE PROTECTION DISTRICT

CANDIDATE MERIT EVALUATION FORM

DIRECTIONS: Rate the employee in each area based upon his performance on the job, by circling the alphabetical letter best describing the person being rated on the summary sheet. Additional comments may be written on at the end of the summary sheet in the comment section. DO NOT WRITE ON THIS FORM.

1. **PREVIOUS PERFORMANCE EVALUATIONS:** Refers to previous three years of Performance Evaluations for the Candidate that are part of his/her personnel file.
 - A) Candidate has an average "Overall Performance Rating" score of 5.
 - B) Candidate has an average "Overall Performance Rating" score between 4 and 5.
 - C) Candidate has an average "Overall Performance Rating" score between 3 and 4.
 - D) Candidate has an average "Overall Performance Rating" score between 2 and 3.
 - E) Candidate has an average "Overall Performance Rating" score between 1 and 2.

2. **ATTENDANCE**
 - All hours are based on Firehouse records, which must match Fire Administration records. Should a conflict exist, records will be audited using payroll records.

 - A) Has missed less than 72 hours of sick time over the last three (3) years.
 - B) Has missed more than 72 hours and less than 216 hours of sick time over the last three (3) years
 - C) Has missed 216 hours or more, but less than 288 hours of sick time over the last three (3) years
 - D) Has missed 288 hours or more, but less than 360 hours of sick time over the last three (3) years
 - E) Has missed 360 hours or more of sick time over the last three (3) years

Consider the combination of sick time, bereavement leave, and Paternity/Adoption leave????

3. **CERTIFICATIONS:** Refers to the Candidates degree of completing State Certifications to improve his/her performance as a Firefighter/Paramedic or Fire Officer with the District.
- 2 points for each Illinois State Certificates through the OSFM, regardless of subject area.
 - 1 point for each certificate of completion of for a fire related seminar, single or multiple day.
 - No points will be awarded for certificates that are job require.
 - No points will be awarded for FO I or FO II Certificates if candidate has been awarded Educational points for FO I or FO II
- A) 16 to 20 points
B) 11 to 15 points
C) 6 to 10 points
D) 3 to 5 points
E) Less than 3 points
4. **DEPENDABILITY/INITIATIVE:** Refers to the Candidate's demonstrated history of being responsible to complete a task properly and on time.
- A) Can usually be counted on to do a good job.
B) Can usually be counted on to do an above average job.
C) Can usually be counted on to do assigned job.
D) Occasionally needs reminder to complete assigned job.
E) Usually needs reminder to do assigned job.
5. **COOPERATION/MOTIVATION:** Refers to the Candidates willingness to cooperate with co-workers, as well as personnel from other shifts, in order to promote a harmonious environment and to be a professional.
- A) Respectful and supportive.
B) Usually cooperative, helpful, and supportive. Refrains from unproductive criticism.
C) Goes along with program - neither overly supportive or critical.
D) Somewhat unsupportive, critical, and negative.
E) Negative attitude, usually critical and unsupportive.

6. **SUPERVISORY SKILLS**: Refers to the Candidate's ability to supervise subordinates to accomplish the work assigned.
- A) Almost always aware of work in progress. Follows up on all completed details. Readily adapts to new conditions and/or problems. Checks employee progress throughout day and/or task to determine status.
 - B) Usually aware of work in progress. Usually follows up on completed details. Adapts to new conditions and/or problems. Sometimes checks on employees and task progress throughout the day.
 - C) Sometimes monitors tasks in progress. May follow up on completed details. Knows what is going on, but does not follow up on employee or task status.
 - D) Seldom monitors employees or tasks in progress. Seldom follows up on or checks completed projects. Employees free to do as they wish throughout day. Has difficulty in handling problems or new conditions.
 - E) Rarely monitors employees or tasks in progress. Rarely checks completed projects. Projects are usually late, incomplete, or of poor quality. Employees usually are doing little productive work.
7. **LEADERSHIP** : Refers to the Candidate's ability to apply proper communication and leadership techniques to co-workers and subordinates to solve the problems and accomplish the set goals.
- A) Very good leadership in all operations. Exercises good control over subordinates. Leads by knowledge and example, not simply by giving orders.
 - B) Good leadership in most operations. Usually in control of subordinates and situations. Has skills, knowledge, and abilities to become very good leader.
 - C) Good leadership in emergency actions. Skills not quite as good in normal day to day operations. Tends to let things run themselves instead of leading them in the right direction.
 - D) Acceptable leadership in most situations. Can usually get the job done. Sometimes must issue orders to get tasks done. Needs to become more involved and take an active role in daily operations.
 - E) Poor leadership skills. Let's subordinates control and lead him. Exercises control and leadership only when forced to by superiors.

8. **JUDGMENT AT EMERGENCY SCENES:** Refers to the Candidates ability to exercise common sense and appropriate judgment in the overall performance of his/her duties during emergency situations and/or emotional situations while remaining calm.

- A) Excellent judgment in all operations. Exercises sound and thought out judgment before taking any type of action or before giving orders.
- B) Good judgment in most operations. Usually makes good judgment calls before taking action or giving orders. Has the thought process and good judgment skills to become very good leader.
- C) Good judgment in emergency operations. Judgment not quite as good in the normal day to day operations. Tends to let others make the call on things instead of making sure things are done right.
- D) Acceptable judgment in most situations. Sometimes looks to others for the right call. Needs to become more assertive in judgment calls during daily operations and during emergency operations.
- E) Poor judgment skills. Let's subordinates control the situation and make the necessary judgment calls. Consistently makes poor judgment calls and only when forced to by superiors.

9. **ORAL/WRITTEN COMMUNICATION SKILLS:** Refers to the candidate's ability to organize and relay written detail AND the ability to convey meaning through oral communication.

- A) Candidate is consistent and prompt in completion of written materials without assistance. Candidate provides a clear and concise explanation of what has occurred from beginning to end. The written account is organized as to assist any reader in comprehending the situation.
- B) Represents the midpoint between statements "A" and "C"
- C) Candidate has knowledge of standard forms and understands format. Completes forms and reports with reasonable accuracy and thoroughness. Converts field and station situations into a written explanation which provides all elements of the situation.
- D) Represents the midpoint between statements "C" and "E"
- E) Candidate is unable to determine the appropriate written format for given situations. Does not organize events into complete reports. Fails to obtain pertinent information, and is inaccurate or not thorough.

