

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

May 1, 2021 to April 30, 2024

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AGREEMENT

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

WITNESSETH:

SCOPE

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

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

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

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

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

ARTICLE I

Recognition and Representation

The Village recognizes the Union as the sole and exclusive bargaining agent for all non-probationary Firefighters, Firefighter/Paramedics, Lieutenants and Lieutenant/Paramedics employed by the Fire Department of the Village, excluding the Fire Chief, Captain, and all other employees employed by the Village.

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

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

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

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

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

ARTICLE II

No Discrimination

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

ARTICLE III

Grievance Procedure

Section 3.1. Definition of Grievance. A grievance is a difference of opinion between an

employee or the Union and the Village with respect to the meaning or application of the express terms of this Agreement.

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

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

- STEP 1: Captain. A written grievance may be filed with the Captain on the grievant's shift within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance. If the Grievant's Captain is not on duty on the last day for filing the grievance, the grievance shall be required to be filed with the next Captain coming on duty on or after the fourteenth (14th) day, and the time period for filing such grievance shall be extended only until the next date that a Captain is on duty, on the fifteenth (15th) day or thereafter. The grievance shall be filed on a mutually agreed form, a copy of which is attached to this Agreement as Appendix A, setting forth the nature of the grievance and the contract provision(s) involved. The Captain shall provide his/her written answer to the grievant within seven (7) calendar days following receipt of the written grievance.
- STEP 2: Appeal to Chief. If the grievance is not settled in Step 1, the Union may within seven (7) calendar days following receipt of the Captain's answer, or within seven (7) calendar days of the date on which the Captain's answer was due, whichever is earlier, file with the Chief a written grievance signed by the employee and his Steward on a mutually agreed form, a copy of which is attached to this Agreement as Appendix A, setting forth the nature of the grievance and the contract provision(s) involved. The Chief shall give a written answer within seven (7) calendar days after receipt of the written grievance.
- STEP 3: Appeal to Village Manager. If the grievance is not settled in Step 2 and the Union decides to appeal, the Steward shall, within seven (7) calendar days from receipt of the Step 2 answer, or within seven (7) calendar days of the date on which the Chief's answer was due, whichever is earlier, appeal in writing to the Village Manager. The Employee Committee and the Village Manager will meet within seven (7) days to discuss the grievance at a mutually agreeable time, provided that no more than one member of the Employee Committee shall be released from duty with pay in order to attend such meeting, and no other

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

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

- A. If the parties fail to agree upon an Arbitrator within ten (10) business days after the receipt of the written request to arbitrate, either or both parties shall request Federal Mediation and Conciliation Service (FMCS) to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and who are residents of Illinois, Wisconsin or Indiana and who maintain a place of business in Illinois. Both the Village and the Union shall have the right to strike three (3) names from the list. The parties, by a toss of a coin, shall determine which party shall first strike one (1) name (loser strikes first); the other party shall then strike one (1) name. The process will be repeated twice, and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).
- B. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents at the hearing. The Village and the Union retain the right to employ legal counsel.
- C. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless otherwise mutually agreed by the parties.
- D. More than one grievance may be submitted to the same arbitrator, only if both parties mutually agree to do so in writing.
- E. The parties shall divide the fees and expenses of the arbitrator equally. All other costs, including the cost for court reporter and transcript if desired by either party, shall be paid by the party which incurs such costs. If one party orders the court reporter and transcript, the other party

may obtain a copy of the transcript by agreeing to split the cost of the court reporter and transcript.

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

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

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

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

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

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

- A. Discipline by the Fire Chief. If the discipline is within the authority of the Fire Chief (oral reprimands, written reprimands, or suspensions of not more than five (5) consecutive calendar days), the following steps will apply:

1. The Fire Chief shall serve a written notice of the reprimand or suspension to the employee involved and submit a copy to a Union Steward.
 2. Upon receipt of the notice, if the employee seeks to appeal the disciplinary action (excluding oral or written reprimands), the Union may file a written grievance within the time limits provided in Article III of this Agreement (*i.e.*, fourteen (14) days after the service of the Chief's notice upon the employee). The grievance shall be commenced at Step 4 of the grievance procedure set forth in Article III of this Agreement. If the Union decides to file a grievance, and if the discipline is sustained by an arbitrator's decision, neither the Union nor the employee shall have any further right to contest such discipline before the Board of Fire and Police Commissioners. If the Union decides not to file a grievance, and the discipline issued was a suspension of five (5) calendar days or less, the employee may file an appeal with the Board of Fire and Police Commissioners within the same time limits (*i.e.*, fourteen (14) days after the service of the Chief's notice upon the employee). The employee shall have no other option to use the grievance/arbitration procedure regarding that discipline if the Union has declined to file a grievance. Selection by the Union or employee of one process shall constitute a waiver of the other.
- B. Suspensions Over Five (5) Calendar Days or Discharge. If the discipline proposed is beyond the authority of the Fire Chief and within the authority of the Board of Fire and Police Commissioners, the following steps will apply:
1. The Fire Chief shall serve a written notice of the proposed discipline to the employee involved and submit a copy to a Union Steward.
 2. Upon receipt of the notice, if the employee seeks to appeal the disciplinary action (excluding oral reprimands), the Union may file a written grievance within the time limits provided in Article III of this Agreement (*i.e.*, fourteen (14) days after the service of the Chief's notice upon the employee). If the Union decides to file a grievance, the hearing before the Commission shall be waived and the Commission shall enter the discipline requested by the Fire Chief, without the need to provide an evidentiary basis to the Commission. The Commission's order shall be grieved in accordance with Step 4 of the grievance procedure set forth in Article III of this Agreement. Pending arbitration of the grievance, the Fire Chief may immediately implement the penalty requested by the Chief and ordered by the Commission. Neither the Union nor the employee shall have any further rights to contest such charges and penalty before the Board of Fire and Police Commissioners, but their exclusive remedy shall be via the grievance and arbitration procedure set forth in Article III of this Agreement.

If the Union decides not to file a grievance within the fourteen (14) day period provided above, the Fire Chief may proceed with filing charges before the Board of Fire and Police

Commissioners, and the employee may contest such charges before the Board of Fire and Police Commissioners but shall have no other option to use the grievance/arbitration procedure for that discipline.

ARTICLE IV

No Strikes – No Lockouts

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

ARTICLE V

Management Rights

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

ARTICLE VI

Wages and Benefits

Section 6.1. Salary Schedule. The following annual salaries shall be in effect for the Firefighters, Lieutenants, Firefighter/Paramedics and Lieutenant Paramedics: May 1, 2021 through April 30, 2024

Firefighters	1-May-21	1-May-22	1-May-23
	3.25%	3.25%	3%
Starting Salary	\$58,832.78	\$60,744.85	\$62,567.19
After 12 months	\$66,726.43	\$68,895.04	\$70,961.89
After 24 months	\$73,397.91	\$75,783.34	\$78,056.84
After 36 months	\$77,530.80	\$80,050.55	\$82,452.06
After 48 months	\$81,343.89	\$83,987.57	\$86,507.20
After 60 months	\$93,833.62	\$96,883.21	\$99,789.71
After 120 months	\$94,662.47	\$97,739.00	\$100,671.17
Lieutenants	1-May-21	1-May-22	1-May-23
	3.25%	3.25%	3%
Starting Salary	\$101,232.25	\$104,522.30	\$107,657.96
After 12 months*	\$102,653.03	\$105,989.25	\$109,168.93
After 24 months	\$104,528.22	\$107,925.39	\$111,163.15
Firefighters/Paramedics	1-May-21	1-May-22	1-May-23
	3.25%	3.25%	3%
Starting Salary	\$60,398.01	\$62,360.94	\$64,231.77
After 12 months	\$68,291.64	\$70,511.11	\$72,626.45
After 24 months	\$74,963.12	\$77,399.43	\$79,721.41
After 36 months	\$79,096.00	\$81,666.62	\$84,116.62
After 48 months	\$82,909.13	\$85,603.68	\$88,171.79
After 60 months	\$95,398.84	\$98,499.30	\$101,454.28
After 120 months	\$96,227.71	\$99,355.11	\$102,335.76
Lieutenants/Paramedics	1-May-21	1-May-22	1-May-23
	3.25%	3.25%	3%
Starting Salary	\$102,797.45	\$106,138.36	\$109,322.51
After 12 months*	\$104,219.40	\$107,606.53	\$110,834.73
After 24 months	\$106,093.42	\$109,541.46	\$112,827.70

* (from date of appointment as Lieutenant or Lieutenant/Paramedic, as applicable)

The step plan and wages are retroactive to May 1, 2021.

Section 6.2. Insurance.

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

At the request of any employee, the Village shall provide single coverage under the HMO plan and under the dental insurance plan to the employee. Effective January 1, 2022, the Village will pay 88% of the cost of such coverage, and the employee will pay 12% of the cost through payroll deductions. Effective January 1, 2023, the Village will pay 86% of the cost of coverage and the employee will pay 14% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 85% of the cost of coverage and the employee will pay 15% of the cost through payroll deductions.

At the request of any employee, the Village shall provide single coverage under the PPO plan and under the dental insurance plan to the employee. Effective January 1, 2022, the Village will pay 88% of the cost of such coverage, and the employee will pay 12% of the cost through payroll deductions. Effective January 1, 2023, the Village will pay 86% of the cost of coverage and the employee will pay 14% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 85% of the cost of coverage and the employee will pay 15% of the cost through payroll deductions.

At the request of any employee, the Village shall provide single coverage under the HMO plan and under the dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to the employee, and to any eligible dependent of the employee participating in such plans. Effective January 1, 2022, the Village will pay 88% of the cost of such coverage, and the employee will pay 12% of the cost through payroll deductions. Effective January 1, 2023, the Village will pay 86% of the cost of coverage and the employee will pay 14% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 85% of the cost of coverage and the employee will pay 15% of the cost through payroll deductions.

At the request of any employee, the Village shall provide single coverage under the PPO plan and under the dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to the employee, and to any eligible dependent of the employee participating in such plans. Effective January 1, 2022, the Village will pay 88% of the cost of such coverage, and the employee will pay 12% of the cost through payroll deductions. Effective January 1, 2023, the Village will pay 86% of the cost of coverage and the employee will pay 14% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 85% of the cost of coverage and the employee will pay 15% of the cost through payroll deductions.

The Village will offer the members of the bargaining unit the high deductible plan (HDP) insurance package based on the plan presented to the members by the Village's insurance broker.

Effective January 1, 2022, the Village will pay 88% of the premium cost and the employees will pay 12% or either single coverage or dependent coverage, for whichever coverage the employee selects. Effective January 1, 2023, the Village will pay 86% of the cost of coverage and the employee will pay 14% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 85% of the cost of coverage and the employee will pay 15% of the cost through payroll deductions. With regard to the HDP, the reimbursements by the Village for 2015 and thereafter shall be up to \$2,000.00/single and \$4,000.00/family. The Village shall be required to require such reimbursements to be paid within thirty (30) days of the transmittal of the request to the Village's third-party administrator.¹

If the Village offers an HDP with a Health Savings Account ("HSA") component, bargaining unit members shall not be allowed to participate in any other Village insurance plan other than such HSA plan, and the Village shall be required to deposit into the employee's HSA the amount equal to the HDP deductible, less \$500.00 for single coverage and \$1,000.00 for single plus dependent coverage, at the beginning of each deductible year that an employee participates in such HSA plan. The premium contributions for such HSA plan shall be 88% to the Employer, and 12% to the employee, payable through payroll deductions. Effective January 1, 2022, the Village will pay 86% of the premium contribution and the employee will pay 14% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 85% of the premium contribution and the employee will pay 15% of the cost through payroll deductions.

The comprehensive medical insurance plan, dental plan summary and HDP policy have been attached as Appendix "D" to the Collective Bargaining Agreement between the Village of Westchester and the Westchester Professional Fire Fighters Local 4851. The Village shall notify the Union at least sixty (60) days before any plan design changes, but the plan will remain substantially the same as the plan described in Appendix "D"

Section 6.2.2. No Coverage Alternative. Bargaining unit members that are eligible for, and enrolled with, single Village health coverage and elect not to take the Village insurance shall receive \$2,000.00 annually upon presenting proof, during the annual open enrollment period, that non-Village health insurance has been obtained elsewhere. \$1,000.00 shall be paid in July of the health insurance year and \$1,000.00 in January of the health insurance year.

Bargaining unit members that are eligible for, and enrolled with, family Village health coverage and elect not to take the Village insurance shall receive \$4,000.00 annually upon presenting proof, during the annual open enrollment period, that non-Village health insurance has been obtained elsewhere. \$2,000.00 shall be paid in July of the health insurance year and \$2,000.00 in January of the health insurance year.

Employees who elect this alternative and subsequently lose their non-Village health insurance coverage shall be allowed re-entry into the Village health insurance coverage during the plan year without showing evidence of insurability and waiving any pre-existing condition exclusions, provided the employee has not voluntarily relinquished his/her health insurance during the plan year.

Section 6.2.3. Insurance Committee. The Union shall select two (2) representatives who may participate in the Village Advisory Health Insurance Committee. The Committee shall meet at various times throughout the year to (i) discuss existing problems with the health insurance coverage and service; (ii) explore and examine the viability of alternative health insurance plans or the renewal of the existing plans; or (iii) review ways in which to reduce costs in health insurance levels and coverage. The Village has the discretion to add as many employee groups to the Committee as it deems appropriate. The authority of the Committee is limited to an advisory role and its actions and existence shall not infringe upon the rights of the Village or the rights of the employees as set forth herein.

Section 6.3. Hours of Work and Overtime.

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

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

Section 6.3.3. Compensatory Time. In lieu of receiving overtime compensation, Firefighters, Firefighter/Paramedics, Lieutenants and Lieutenant/Paramedics may elect, with the approval of the Fire Chief or his designee, to take compensatory time off. This compensatory time off will also be for work performed in excess of 204 hours in a work period, and shall be compensated at one and one half (1.5) time off. In consideration of the Village offering this limited compensatory time, the Village and the Union agree, in furtherance of Section 7 (o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which they agree would constitute an "undue disruption" of the Department's operations. This banked compensatory time may be used to take time off at a future date when the leave calendar might otherwise be full and prevent normal scheduling of time off.

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

- A. Accrual Limits: Subject to the limitations contained hereinafter, employees may receive, in lieu of overtime compensation, compensatory time off at a rate of one and one-half hours for each hour of employment for which overtime compensation is required by this Agreement. Time shall be banked at a rate of 1.5 times the number of hours worked (e.g., 24 hours worked equals 36 hours banked). A maximum of 96 hours may be held in the bank at any one time, and no more than 96 hours may be carried over from one calendar year to the next. (Provided, employees who, upon ratification of this Agreement in 2021, have accumulated compensatory time in excess of 96 hours shall not be permitted to accumulate additional compensatory time until such accumulation is under 96 hours, and any compensatory time in excess of 96 hours on January 31, 2021, shall be cashed out by the Village at the rate of pay in effect on January 31, 2021)

If the full amount of compensatory time that is earned would cause the balance accrued to exceed the maximum 96 hours, only that which will bring the balance to 96 hours will be banked and the remainder will be paid as overtime.

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

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

- D. Unduly Disruptive Days: If a call-back or hold-over is necessary to cover the employee's requested time off (i.e., the employee's leave will cause the shift to fall below the established minimum shift staffing) the Shift Commander shall so advise the employee. All overtime procedures currently in effect shall apply, in order to fill vacancies caused by a compensatory time request, except as expressly modified by this Article. Employees shall not be forced back to work or forced to holdover on the following days: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, and New

Year's Eve. It is agreed by the parties that the implementation of such overtime procedures will necessitate additional administrative and operational efforts, in order to fill such compensatory time slot, thus causing undue disruption to the Department's operation. If a call-back or hold-over is necessary to cover the employee's requested time off, the parties hereto agree that such request cannot be filled within a reasonable period of time without unduly disrupting the operations of the Fire Department. In such case, the employee shall have the following options:

(a) to withdraw the request and to resubmit a request for leave at another time that does not cause a call-back or hold-over; or,

(b) take the leave requested, except on a date when a force back or forced hold-over is not permitted (*i.e.*, the holidays specified above).

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

- E. Filling Compensatory Time Requests: Requests for compensatory time use will be prioritized in the order in which they are received.
- F. Cash Out: If an employee elects to cash in banked time for time-and-one-half pay (*e.g.*, 24 hours pay at time and a half results in 36 banked hours being deducted), a Request to Use Compensatory Time Form indicating such shall be completed by the employee and submitted to the Shift Commander. Employees shall not be allowed to carry over more than 96 hours of compensatory time into the next subsequent contract year (May 1-April 30). In addition, bargaining unit members who are promoted to Fire Lieutenant or Fire Captain shall be compensated for all accumulated compensatory time at the rate of pay attached to the lower rank of the employee on the last day prior to such promotion, as a condition of promotion to such rank of Lieutenant or Captain (*i.e.*, a newly promoted Lieutenant or Captain

shall not carry over any compensatory time into the new rank).

- G. Indemnification: In consideration of the Employer's agreement to allow employees to establish compensatory time banks and to schedule compensatory time in accordance with the terms and conditions of this Section, the Union agrees to the following:

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

(b) Any and all disputes that may arise between the parties as to the administration of this Section shall be resolved through the grievance arbitration procedure, ARTICLE VIII of this Agreement, except that such grievance shall be filed at Step 3. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this Section is based upon the authority vested in them under §§8 and 15(b) of the Act, 5 ILCS §§315/8, 315/15(b). Such agreement is also made in reliance upon the Supreme Court's decision in *14 Penn Plaza LLC v. Pyett*, 129 S. Ct. 1456, 186 LRRM 2065 (2009), and the parties agree that such disputes shall include claims or allegations that any restrictions on the use of compensatory time available to employees from their Compensatory Time Banks, as established under this Section, do not comply with §7(o) (5) of the FLSA, 29 USCA §207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable § 7 (o) standards of the FLSA, the cash value of any time due in dispute, based on the then applicable overtime rate or awarding additional compensatory time off and that the arbitrator shall have no authority to award any attorney's fees or any penalties against the parties.

Section 6.4. Uniform Allowance. A uniform allowance of \$800.00 net per year shall be paid to Firefighters, Firefighter/Paramedics, Lieutenants and Lieutenant/Paramedics in one lump sum for the sole purpose of purchasing and maintaining uniforms. The uniform allowance shall be paid on or before June 15th in each fiscal year.

An employee who will not be employed for the full year shall receive a pro-rata uniform allowance; any employee who leaves the Village's employ prior to the end of the fiscal year and who received the full uniform allowance shall make proper reimbursement to the Village on a pro-rata basis.

Section 6.5. Working Out of Classification. If a Firefighter, Firefighter/Paramedic,

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

Section 6.6. Holidays. Non-probationary Firefighters, Firefighter/Paramedics, Lieutenants and Lieutenant/Paramedics shall receive nine (9) holidays, plus an additional six (6) hours of pay. Holiday pay shall be received by the bargaining unit member on December 1st of each year, in a separate check. No time off shall be taken for these holidays.

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

Firefighters who are still on probationary status on December 1 shall receive one (1) day of holiday pay on December 1 for each six (6) weeks of continuous full-time employment prior to December 1.

The basis for computing holiday pay for non-probationary Firefighters shall be eight (8) hours pay per holiday with the hourly rate determined by using the forty (40) hour work week, plus an additional six (6) hours of pay. (The holiday pay shall be for seventy-eight (78) hours).

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

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

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

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

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

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

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

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

After the above vacation selection process is completed and approved by the Chief,

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

Section 6.8. Definition of a Day.

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

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

Section 6.10. Funeral Leave. When a death occurs in an employee's immediate family (*i.e.*, employee's mother, father, mother-in-law, father-in-law, spouse, brother, sister, child, grandparents, brother-in-law, sister-in-law, or grandparents-in-law), an employee covered by this Agreement, upon request, will be excused for one scheduled duty day without loss of pay. Employees who are on a light duty schedule of eight (8)-hour days shall receive up to three (3) scheduled days off without loss of pay.

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

Section 6.12. FLSA Section 7(g) Compensation. In accordance with Fair Labor Standards Act ("FLSA") Section 7(g), the Union and the Village agree that if the Village in its discretion, hires back bargaining unit members or bargaining unit officers to perform fire inspections, pre-planning activities and public education activities, outside of their regularly scheduled hours of work, such work shall be secondary employment and the normal hourly rate for such work shall be \$14.30 per hour. All assigned hours worked in this position shall be paid at one and one-half (1½) times the straight hourly rate specified in this Section (*i.e.*, \$14.30 x 1.5= \$21.45 per hour).

ARTICLE VII
General Provisions

Section 7.1. Exchange of Duty. A Firefighter or Firefighter/Paramedic may submit an advance request three (3) days in advance for exchange of duty so long as each Firefighter or

Firefighter/Paramedic can perform the duties of the other Firefighter or Firefighter/Paramedic and all required authorizations are obtained per departmental policy (authorization form included as Appendix B. However, a Firefighter and Firefighter/Paramedic may exchange duty days provided the exchange does not allow for less than two (2) Firefighter/Paramedics on duty that day. Trades shall be granted or denied by the Fire Chief or his designee on a nondiscriminatory basis pursuant to policies established by the Fire Chief and approved by the Village Manager. The denial of any requested trade shall be subject to the grievance and arbitration procedure of this Agreement. In requesting or denying trades, the Chief or his designee may take into account the number of times which the employee has requested a trade and the need to provide adequate fire protection for the Village. The Firefighter or Firefighter/Paramedic due to work as a result of the exchange is responsible for that day. It is his/her responsibility to find a replacement in the event he/she is unable to fulfill his/her obligation. Lieutenants and Lieutenant/Paramedics may request duty trades only with the other officers, subject to the procedure set forth above.

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

Section 7.3. Sick Leave. Sick leave policies are governed by Village standard and are hereby set at forty-eight (48) hours per calendar year. However, the interpretation of sick leave policies may be the subject of a grievance. Employees who are eligible for disability pay shall not be required to exhaust sick leave before qualifying for disability pay; provided, however, that an employee who uses disability, rather than exhausting sick leave, will not be eligible for the year end sick leave pay out at 100% of the member's regular rate of pay for half (1/2) the sick leave from the previous year. The payout shall be paid in the first payroll of the calendar year. Employees shall be eligible for disability pay after two (2) consecutive duty days of absence.

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

Section 7.5. Educational Incentive. A one-time incentive payment of \$250.00 shall be made to each Firefighter who evidences receipt of two (2)-year college certificate or degree in fire-related courses while employed by the Village. An additional one-time incentive payment of \$500.00 shall be made to each Firefighter who evidences receipt of a four (4)-year college degree in fire-related courses while employed by the Village, provided that such four year degree was obtained after July 1, 2012. Additional one-time incentive payments shall be made to each firefighter who obtains Provisional Fire Officer I or Provisional Fire Officer II certification or the Illinois Office of the State Fire Marshal ("OSFM") equivalent, provided that the firefighter voluntarily obtains such certification, rather than being assigned by the Village to attend training classes in order to obtain such certification(s). Such incentive payments shall be \$250 for Provisional Fire Officer I or the Illinois OSFM equivalent and \$500 for Provisional Fire Officer II

or the Illinois OSFM equivalent.

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

Section 7.7. Physical Exam.

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

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

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

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

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

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

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

1. The provision of fire protection services to the public is a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment or supervision may threaten the health and well-being of employees and the public.
2. Employees who perform fire protection duties as a second job are subject to increased exposure to hazardous conditions that risk a great incidence of illness or injury. Consequently, the performance of such duties for other municipalities could adversely affect an employee's ability to perform fire protection duties for the Village of Westchester.
3. State statutes have established a presumptive causal relationship between an

employee's fire suppression duties and several disabilities an employee may develop. The Village of Westchester, its pension funds and its taxpayers are financially liable for the employee's duty disability benefits and have a duty to be sure that such disabilities are the result of the employee's work for the Village of Westchester and not for another secondary employer.

Section 7.11. Firefighter or Firefighter/Paramedic Reimbursement Obligation.

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

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

ARTICLE VIII
Drug and Alcohol Testing

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

Section 8.2. Prohibitions. Firefighters shall be prohibited from:

A. Consuming or possessing alcohol and/or cannabis at any time during or just prior to the beginning of the workday or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the Firefighter's personal vehicle while engaged in Village business; or being under the influence of alcohol or cannabis or any illegal drug while on duty;

B. Possessing, using, selling, purchasing or delivering any illegal drug or cannabis at any time and at any place except as may be necessary in the performance of duty;

C. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking;

D. The Department and Local recognize the ever-changing laws regulating cannabis and agree to bargain in good faith should the Federal or State laws change or should the testing for

impairment due to usage of marijuana become more accurate.

E. Employees covered by this Agreement are prohibited from voluntarily possessing or using cannabis in any form, on or off duty, even though Illinois law may permit certain individuals to possess and use cannabis. However, the employer may not take adverse action against an employee based solely on the lawful possession or consumption of cannabis by people residing in the employee's household or by any other person in the employee's presence.

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

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

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

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

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

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

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

(d) Collect samples in such a manner as to preserve the individual Firefighter's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. There shall be no direct visual observation of an employee while providing a urine specimen except if there is specific reason to believe that a particular individual may alter or substitute the specimen to be provided. In the latter case, observation shall be by a member of the same sex to be designated by a supervisory officer. The Village may provide reasonable measures for safeguarding the test,

such as coloring toilet water, taking away personal belongings and unnecessary outer garments that might conceal substances intended to foil the test, listening for urination, and taking the temperature of the urine specimen. Proven adulteration of a sample is grounds for discipline up to and including discharge, in the Village's discretion.

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

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

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

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

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

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

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

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

- (a) The Firefighter agrees to appropriate treatment as determined by the physician(s) involved;
- (b) The Firefighter discontinues his use of illegal drugs, or cannabis or abuse of alcohol;
- (c) The Firefighter completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;
- (d) The Firefighter agrees to submit to random testing during hours of work during the period of "after-care."

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

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

- (a) Voluntary request for assistance (employee self-referral). No disciplinary consequences. The employee follows Steps (a) through (d) under the heading "Voluntary Request for Assistance."
- (b) First confirmed positive test result. Disciplinary action up to and including discharge. If the Village selects suspension or discharge, the suspension or discharge is subject to the appeal procedure set forth in Section 3.9 of this Agreement.
- (c) Treatment Test. Any test given by the employee's treatment facility, while the employee is in treatment or after-care, is not a Village of Westchester test and shall not be taken into account as any type of drug testing pursuant to this policy.

ARTICLE IX

Union Rights

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

deduction is made. The Village shall retain a \$.50 service charge for each monthly deduction for each employee. The Authorization Form is attached to this Agreement as Appendix C.

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

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

ARTICLE X

Seniority

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

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

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

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

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

Prior to implementing any involuntary layoff of any active firefighter(s), the Village shall provide at least forty-five (45) days written notice to the Union, together with a statement of the reasons supporting its proposed action. The Union may require the Village to negotiate as to its

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

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

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

ARTICLE XI

Fire Department Promotion Act

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

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

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

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

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

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

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

(c) **Peer Review:** See Appendix F

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

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

Points Awarded

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

<i>Associate's Degree</i>	<i>3.0</i>
<i>Bachelor's Degree</i>	<i>5.0</i>
<i>MA or MS</i>	<i>7.0</i>

Maximum 7.0

Fire Officer Certifications:

<i>Provisional Fire Officer I or OSFM equivalent</i>	<i>5.0</i>
<i>Provisional Fire Officer II or OSFM equivalent</i>	<i>5.0</i>

Maximum 5.0

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

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

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

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

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

Section 11.8. Right to Review. Any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to review of the matter by the appointing authority. Any disputes as to such matters may be resolved and remedied by filing a grievance as provided by Article VII of this Agreement.

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

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

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

ARTICLE XII

Early Retirement Incentive

When a Firefighter, Firefighter/Paramedic, Lieutenant or Lieutenant/Paramedic reaches 20 years of completed service with the Village's Fire Department, they shall be eligible for the following non-pensionable retirement incentive:

20 years of service	–	\$25,000.00 lump sum
21 years of service	–	\$24,000.00 lump sum
22 years of service	–	\$23,000.00 lump sum
23 years of service	–	\$22,000.00 lump sum
24 years of service	–	\$21,000.00 lump sum
25 years of service	–	\$20,000.00 lump sum
26 years of service	–	\$16,000.00 lump sum
27 years of service	–	\$12,000.00 lump sum
28 years of service	–	\$8,000.00 lump sum
29 years of service	–	\$4,000.00 lump sum
30 years of service	–	\$0 lump sum

Members must submit a retirement letter by February 1st prior to the fiscal year in which the retirement is effective. The retirement date must be effective within the first quarter of the fiscal year following the notice (May 1 – July 31), at a date to be mutually agreed to by the retiree and the Chief or his/her designee.

ARTICLE XIII

Precedence of Agreement

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

ARTICLE XIV
Entire Agreement

The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement; or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Neither party shall initiate changes in existing conditions of employment not covered by the terms of this contract during its term except by the parties' mutual agreement in writing.

ARTICLE XV
Termination and Legality Clauses

Section 15.1. Savings. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

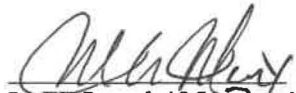
Section 15.2. Term. This Agreement shall be effective May 1, 2021, and remain in full force and effect through the 30th day of April, 2024.

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

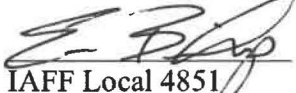
Executed this _____ day of _____, 2022, after receiving approval of the President and Board of Trustees of the Village, and after ratification by the Union membership.

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

VILLAGE OF WESTCHESTER



IAFF Local 4851 President, Matthew Lema

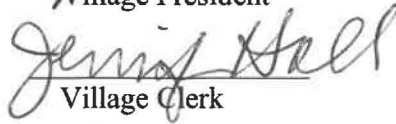


IAFF Local 4851

Eric Biskup - Secretary



Village President



Village Clerk

APPENDIX A - Grievance Form

IAFF UNION LOCAL No. 4851 - GRIEVANCE FORM

FOR OFFICE USE ONLY

GRIEVANCE #	YEAR	MONTH	EMPLOYER #

ISSUE (Check One):

Discharge/Discipline ☐

Past Practice ☐

Contract Issue ☐

Other ☐

GRIEVANT TO COMPLETE

CONTRACT:

VIOLATION OF:

PRINCIPAL ARTICLE:

SECTION:

Grievant's Name (Print)

Employer and Location:

Address:

Employer Contact:

City St. Zip:

Job Title:

Date Hired:

Phone Home: ()

Steward:

Work: ()

Union Rep:

Today's Date:

CHECK ONLY ONE OF THE OPTIONS BELOW

CHECK ONE

☐ STATEMENT OF GRIEVANCE

☐ REBUTTAL TO A WARNING LETTER

The Employer has violated Article(s) _____ Section(s) _____

And all the relevant past practice and any and all other applicable articles of the contract when on, _____ it

RESOLUTION REQUIRED

That the contract be enforced, all effected parties be made whole, and _____

Grievance	Date	Disposition	Union Rep Signature	Employer Rep Signature
Step 1				
Step 2				
Step 3				
Step 4				
Step 5				

RESOLUTION OF GRIEVANCE

For the Union

Signature

For the Employer

Signature

Please Print

Please Print

APPENDIX B

Exchange of Duty Form



Westchester Fire Department

10240 Roosevelt Road

Westchester, Illinois 60154

Business: 708-345-0433 Fax: 708-345-0089

Email: Firedept@westchester-il.org

James C. Adams
Fire Chief

CHANGE OF DUTY REQUEST

DATE OF REQUEST: _____ TIME OF REQUEST: _____
(DATE) (TIME)

(RANK) (NAME) REQUEST PERMISSION TO:

☐ CHANGE MY ADO FROM _____ TO _____
(DATE) (DATE)

☐ SWAP SHIFT DAYS WITH _____
(RANK) (NAME)

I WILL WORK _____, HE WILL WORK _____
(DATE) (DATE)

☐ FLIP FLOP ADO'S WITH _____
(RANK) (NAME)

MY ADO WILL BE _____, HIS ADO WILL BE _____
(DATE) (DATE)

☐ CHANGE MY VACATION DAY(S) FROM _____ TO _____
(DATE) (DATE)

REASON: _____

☐ COMP. TIME ON _____ FROM _____ TO _____
(DATE) (TIME) (TIME)

☐ OTHER: _____

REQUESTING FIREFIGHTER: _____

REQUESTING FIREFIGHTER'S OFFICER: _____

OTHER FIREFIGHTER: _____

OTHER FIREFIGHTER'S OFFICER: _____

REVIEWED BY CHIEF: _____

DATE: _____

☐ APPROVED

☐ NOT APPROVED

☐ POSTED

APPENDIX C

Dues Authorization Form

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

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

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

I understand that this authorization cannot be canceled by me, unless I give written notice to both the Village and the Union thirty (30) days prior to the desired effective date of the termination. I understand that if my Union membership is terminated and this authorization is withdrawn, I will be subject to the Fair Share assessment provided for in the current Agreement between the Union and the Village.

Print Name

Signature

Date

APPENDIX D

Insurance

2012 Description of Coverage

Group Name Group/Section Number
Effective Date

The Managed Care Reform and Patient Rights Act of 1999 established rights for enrollees in health care plans. These rights cover the following:

- What emergency room visits will be paid for by your health care plan.
- How specialists (both in and out of network) can be accessed.
- How to file complaints and appeal health care plan decisions, including external independent reviews.
- How to obtain information about your health care plan, including general information about its financial arrangements with providers.

You are encouraged to review and familiarize yourself with these subjects and the other benefit information in the attached Description of Coverage Worksheet. **SINCE THE DESCRIPTION OF COVERAGE IS NOT A LEGAL DOCUMENT**, for full benefit information please refer to your contract or certificate, or contact your health care plan at (800) 892-2803. In the event of any inconsistency between your Description of Coverage and contract or certificate, the terms of the contract or certificate will control.

For general assistance or information, please contact the Illinois Department of Financial and Professional Regulation – Division of Insurance, Office of Consumer Health Insurance at (877) 527-9431 or in writing to either of the following addresses:

320 West Washington Street
Springfield, IL 62767-0001

100 West Randolph Street, Suite 15-100
Chicago, IL 60601-3251

You may also contact the department online at <http://www.idfpr.com>.

(Please be aware that the Office of Consumer Health Insurance will not be able to provide specific plan information. For this type of information you should contact your health care plan directly.)

21248.1201



BlueCross BlueShield
of Illinois

Basics		Description of Coverage		
Your Doctor		Choose a medical group and primary care physician (PCP) for each member of your family from our directory or Web site. Each female member may select a Woman's Principal Health Care Provider (WPHCP) in addition to her PCP. A member's PCP and WPHCP must have a referral arrangement with each other. All care must be provided or coordinated by your PCP, WPHCP or medical group/Independent Practice Association (IPA).		
Annual Deductible		none		
Out-of-Pocket Maximum (excludes drugs, vision, durable medical equipment and prosthetics)	Individual	\$1500/calendar year		
	Family	\$3000/calendar year		
Lifetime Maximums		none		
Pre-existing Condition Limitations		none		
In the Hospital		Description of Coverage	Health Care Plan Covers	You Pay
Number of Days of Inpatient Care		unlimited days	n/a	n/a
Room & Board		private or semi-private room	100%*	\$0 copay/admission
Surgeon's Fees		covered	100%*	\$0
Doctor's Visits		covered	100%*	\$0
Medications		covered	100%*	\$0
Other Miscellaneous Charges		see exclusions	100%*	\$0
Emergency Care				
Emergency Services (medical conditions with acute symptoms of sufficient severity such that a prudent layperson could reasonably expect the absence of medical attention to result in serious jeopardy of the person's health, serious impairment to bodily functions or serious dysfunction to any bodily organ or part)		covered services performed in a hospital emergency room in or out of area. Copay, if any, waived if admitted.	100%	\$150
Emergency Post-stabilization Services covered if approved by PCP		primary care physician	100%*	\$20
		specialist	100%*	\$40

* HMO pays 100 percent of covered charges after member's copayment, if any, is paid.

In the Doctor's Office		Description of Coverage	Health Care Plan Covers	You Pay
Doctor's Office Visit (copayment covers the visit and all covered services provided)		primary care physician	100%*	\$20
		specialist	100%*	\$40
Routine Physical Exams		covered	100%*	\$0
Diagnostic Tests and X-rays		covered	100%*	\$0
Immunizations		covered	100%*	\$0
Allergy Treatment & Testing		covered	100%*	\$0
Wellness Care		covered	100%*	\$0
Medical Services				
Outpatient Surgery		hospital facility	100%*	\$0
		physician(s)	100%*	\$0
Maternity Care	Hospital Care	unlimited days	100%*	\$0 copay/ admission
	Physician Care	copay, if any, for 1 st visit only	100%*	\$20
Infertility Services		based on your group policy	100%* if covered	\$40
Non-Serious Mental Health	Outpatient	Unlimited Visits	100%*	\$20
	Inpatient	Unlimited Days	100%*	\$0 copay/ admission
Substance Abuse/ Chemical Dependency	Outpatient	Unlimited Visits	100%*	\$20
	Inpatient	Unlimited Days	100%*	\$0 copay/ admission
Serious Mental Health	Outpatient	Unlimited Visits	100%*	\$20
	Inpatient	Unlimited Days	100%*	\$0 copay/ admission
Outpatient Rehabilitation Services (includes, but is not limited to, physical, occupational or speech therapy)		60 visits combined/CY	100%*	\$0

* HMO pays 100 percent of covered charges after member's copayment, if any, is paid.

Other Services		Description of Coverage	Health Care Plan Covers	You Pay
Durable Medical Equipment		covered	100%*	\$0
Prosthetic Devices		covered	100%*	\$0
Ambulance Service		covered	100%*	\$0
Hospice		covered	100%*	\$0
Coordinated Home Care (excludes custodial care)		covered	100%*	\$0
Prescription Drug – up to 34 day supply per script	Generic	based on your group policy	100%*	10
	Formulary Brand	based on your group policy	100%*	40
	Non-formulary Brand	based on your group policy	100%*	60
	Self-injectable	based on your group policy	100%*	50
Prescription Drug – • up to 90 day supply per script • visit www.bcbsil.com or call Member Services for information on the 90 day pharmacy network	Generic	based on your group policy	100%*	20
	Formulary Brand	based on your group policy	100%*	80
	Non-formulary Brand	based on your group policy	100%*	120
	Self-injectable	based on your group policy	100%*	50
Dental Services		see limitations, pages 6-7	100%*	\$40
Vision Care	Exams	one every 12 months	100%*	\$0
	Eyewear	based on your group policy	0%	remainder after discount

*HMO pays 100 percent of covered charges after member's copayment, if any, is paid.

Service Area

The HMO Illinois and BlueAdvantage HMO service areas include the Illinois counties of Boone, Christian, Cook, DeKalb, DuPage, Fulton, Greene, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, LaSalle, Lee, Livingston, Logan, Macoupin, Mason, McHenry, Menard, Monroe, Morgan, Ogle, Peoria, Sangamon, Stark, St. Clair, Stephenson, Tazewell, Whiteside, Williamson, Will, Winnebago and Lake county in Indiana. The HMO Illinois service area also includes Kenosha county in Wisconsin. *Please note: Some employer groups may have different service areas (see your employer for details) and the service area is subject to change.*

Exclusions and Limitations

To receive benefits, all care must be provided or coordinated by the member's Primary Care Physician (PCP) or Woman's Principal Health Care Provider (WPHCP) or medical group/Independent Practice Association (IPA), except substance abuse/chemical dependency, vision care and hospital emergency care benefits, which are available at contracting providers without a PCP referral.

Below is a summary list of exclusions and limitations. Your plan may have specific exclusions and limitations not included on this list – check *Your Health Care Benefit Program Certificate*.

Exclusions

1. Services or supplies that are not specifically listed in *Your Health Care Benefit Program Certificate*.
2. Services or supplies that were not ordered by your primary care physician or Woman's Principal Health Care Provider, except as explained in the *Certificate*.
3. Services or supplies received before your coverage began or after the date your coverage ended.
4. Services or supplies for which benefits have been paid under any Workers' Compensation Law or other similar laws.
5. Services or supplies that are furnished to you by the local, state or federal government and

services or supplies to the extent payments or benefits for such services are provided by or available from the local, state or federal government (for example, Medicare) whether or not those payments or benefits are received; except, however, this exclusion shall not be applicable to medical assistance benefits under Article V, VI or VII of the Illinois Public Aid Code or similar legislation of any state, benefits provided in compliance with the Tax Equity and Fiscal Responsibility Act or as otherwise provided by law.

6. Services or supplies rendered to you as the result of an injury caused by another person to the extent that you have collected damages for such injury and that the Plan has provided benefits for the services or supplies rendered in connection with such injury.
7. Services or supplies that do not meet accepted standards of medical or dental practice including, but not limited to, services which are investigational in nature.
8. Custodial care services.
9. Long Term Care services.
10. Respite Care Services, except as specifically mentioned under Hospice Care Benefits.
11. Services or supplies rendered because of behavioral, social maladjustment, lack of discipline or other antisocial actions, which are not specifically the result of mental illness.
12. Special education therapy, such as music therapy or recreational therapy.
13. Cosmetic surgery and related services and supplies unless correcting congenital deformities or conditions resulting from accidental injuries, tumors or disease.
14. Services or supplies received from a dental or medical department or clinic maintained by an employer, labor union or other similar person or group.
15. Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.
16. Charges for failure to keep a scheduled visit or for completion of a claim form or charges for transferring medical records.

17. Personal hygiene, comfort or convenience items commonly used for purposes that are not medical in nature, such as air conditioners, humidifiers, physical fitness equipment, televisions or telephones.
18. Special braces, splints, specialized equipment, appliances, ambulatory apparatus or battery controlled implants.
19. Prosthetic devices, special appliances or surgical implants unrelated to the treatment of disease or injury, for cosmetic purposes or for the comfort of the patient.
20. Nutritional items such as infant formula, weight-loss supplements, over-the-counter food substitutes and non-prescription vitamins and herbal supplements.
21. Blood derivatives which are not classified as drugs in the official formularies.
22. Marriage counseling.
23. Hypnotism.
24. Inpatient and Outpatient Private-Duty Nursing Service.
25. Routine foot care, except for persons diagnosed with diabetes.
26. Maintenance occupational therapy, maintenance physical therapy, and maintenance speech therapy.
27. Maintenance care.
28. Self-management training, education and medical nutrition therapy.
29. Services or supplies which are rendered for the care, treatment, filling, removal, replacement or artificial restoration of the teeth or structures directly supporting the teeth.
30. Treatment of temporomandibular joint syndrome with intraoral prosthetic devices or any other method which alters vertical dimension or treatment of temporomandibular joint dysfunction not caused by documented organic joint disease or physical trauma.
31. Services or supplies rendered for human organ or tissue transplants, except as stated in the *Certificate*.
32. Hearing aids, except as stated in the *Certificate*.
33. Wigs (also referred to as cranial protheses).

Limitations

In addition to the exclusions noted, the following limitations apply:

1. Benefits for oral surgery are limited to:
 - surgical removal of completely bony impacted teeth,
 - excision of tumors or cysts from the jaws, cheeks, lips, tongue, roof or floor of the mouth,
 - surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof or floor of the mouth,
 - excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses),
 - treatment of fractures of the facial bone,
 - external incision and drainage of cellulitis,
 - incision of accessory sinuses, salivary glands or ducts, and
 - reduction of, dislocation of or excision of the temporomandibular joints.
2. Benefits for treatment of dental injury due to accident are limited to treatment of sound natural teeth.
3. Benefits for outpatient rehabilitative therapy are limited to therapy which is expected to result in significant improvement within two months in the condition for which it is rendered.
4. Family planning benefits are not available for repeating or reversing sterilization.
5. Benefits for elective abortion are limited to two per lifetime and are not covered under all benefit plans.
6. Benefits for infertility, when covered, will not be provided for the following:
 - Reversal of voluntary sterilization. However, in the event a voluntary sterilization is successfully reversed, benefits will be provided if your diagnosis meets the definition of "infertility",
 - Services or supplies rendered to a surrogate, except those costs for procedures to obtain eggs, sperm or

- embryos from you, will be covered if you choose to use a surrogate,
- selected termination of an embryo in cases where the mother's life is not in danger,
 - cryo-preservation or storage of sperm, eggs or embryos, except for those procedures which use a cryo-preserved substance
 - non-medical costs of an egg or sperm donor,
 - travel costs for travel within 100 miles of the covered person's home or which is not medically necessary or which is not required by the plan,
 - infertility treatments which are determined to be investigational, in writing, by the American Society for Reproductive Medicine or American College of Obstetrics and Gynecology, and
 - Infertility treatment rendered to your dependents under the age of 18.
7. Benefits for ambulance service are limited to certified ground ambulance, except for human organ transplants.
 8. Human organ transplants must be performed at a plan-approved center for human organ transplants and benefits do not include organ transplants and/or services or supplies rendered in connection with an organ transplant which are investigational as determined by the appropriate technological body; drugs which are investigational; storage fees; services provided to any individual who is not the recipient or actual donor, unless otherwise specified in this provision; cardiac rehabilitation services when not provided to the transplant recipient immediately following discharge from a hospital for transplant surgery; or travel time or related expenses incurred by a provider.
 9. Hospice benefits are only available for persons having a life expectancy of one year or less.
 10. Prescription drug benefits, when covered, do not include drugs used for cosmetic purposes; any devices or appliances; any charges incurred for administration of drugs; or refills if the prescription is more than one year old.
 11. Vision exams are limited to one per 12 month period. Vision coverage does not include benefits for:
 - recreational sunglasses
 - orthoptics, vision training, subnormal vision aids, aniseikonic lenses or tonography
 - additional charges for tinted, photo-sensitive or anti-reflective lenses beyond the benefit allowance for regular lenses
 - replacement of lenses, frames or contact lenses, which are lost or broken unless such lenses, frames or contact lenses would otherwise be covered according to the benefit period limitations
 12. Durable Medical Equipment rental is covered up to the price of purchase.
 13. Mental health and chemical dependency treatment benefits may be limited – see your *Certificate*.
 14. Rehabilitation therapy benefits may be limited – see your *Certificate*.
 15. Maternity inpatient hospital benefits are limited to 48 hours after birth for vaginal deliveries and 96 hours after birth for cesarean deliveries, unless a longer stay is medically necessary.

Pre-certification and Utilization Review

All benefits are provided or coordinated by your PCP or WPHCP. Therefore, certification by the member is not required. Utilization review is conducted by your medical group/IPA, not by the HMO. To ensure fair and consistent decisions regarding medical care, the HMOs of Blue Cross and Blue Shield of Illinois require medical groups/IPAs to use nationally recognized utilization review criteria.

Primary Care Physician (PCP) Selection

Each member must join a contracting medical group/IPA and select a PCP affiliated with that medical group/IPA to provide and coordinate care. Each female member may also choose an OB/GYN to be her Woman's Principal Health Care Provider (WPHCP). A member's PCP and WPHCP must have a referral arrangement with each other. A member has access to her WPHCP as often as needed without a PCP referral. Members may change PCPs/WPHCPs – refer to the Member Handbook or *Certificate* for instructions and exceptions. Listings of contracting providers are available in the printed HMO directory or online at www.bcbsil.com.

Access to Specialty Care

If clinically appropriate, your PCP or WPHCP will refer you to a specialist, usually within the same medical group as your PCP. If the member's preferred network specialist does not have a referral arrangement with your PCP/WPHCP, you may choose a new PCP/WPHCP with whom the specialist has such an arrangement. You can ask your PCP for a standing referral for conditions that require ongoing care from a specialist physician. Standing referrals may be made for a specified number of visits or a time period up to one year. Specialist copays may differ, depending on plan design.

Out-of-Area Coverage

When you are out of state, urgent care and hospital emergency room services are available through a network of contracting Blue Cross and Blue Shield providers. When you are out of state for a minimum of 90 consecutive days, guest membership may be arranged in participating communities throughout the U.S. with the Guest Membership Coordinator.

Financial Responsibility

You are responsible for copayments at time of service, as shown in the Description of Coverage. You are also responsible for payment for care not provided or coordinated by your PCP or WPHCP, except where otherwise noted. You should contact your employer's benefit administrator to confirm the level of your contribution to the premium.

Continuity of Treatment (Transition of Care)

If a physician you are currently obtaining services from leaves the HMO network, you have the right to request transition of care benefits. To qualify for transition of care services, you must currently be undergoing a course of evaluation and/or medical treatment or be in the second or third trimester of pregnancy. The ongoing evaluation and/or medical treatment concerns a condition or disease that requires repeated health care services under a physician's treatment plan, with the potential for changes in a therapeutic regimen.

Transitional services may be authorized for up to 90 days from the date the physician terminated from the network. Authorization of services depends on the physician's agreement to comply with contractual requirements and submit a detailed treatment plan, including reimbursement from the HMO at specified rates and adherence to the HMO's quality assurance requirements, policies and procedures. All care must be transitioned to your new HMO PCP in the medical group/IPA after the transition period has ended. Coverage will be provided only for benefits outlined in your *Certificate*.

Existing members: Submit a written Transition of Care request *within 30 days* of receiving notice of the termination of the physician or medical group/IPA.

New members: Submit a written Transition of Care request *within 15 days* after your eligibility effective date. When submitting the transition of care form prior to your effective date, please include a copy of the signed application and/or confirmation of enrollment with the HMO.

Submit the request to:

Blue Cross and Blue Shield of Illinois
Customer Assistance Unit, Transition of Care
300 East Randolph Street, 23rd Floor
Chicago, IL 60601

Include the following information:

- Policyholder's name and work/home phone numbers
- Group and ID numbers

- Chosen medical group site
- Chosen PCP name, address and phone/fax numbers
- Current treating physician
- Clinical diagnosis
- Presenting clinical condition (if applicable)
- Reason for transition of care request
- Expected effective date with the HMO or new medical group/IPA (if applicable)

You will be notified within 15 business days of the outcome of your Transition of Care request.

Appeals Process

You can file an appeal by writing to the HMO or calling Member Services.

Non-urgent Clinical Appeal

After the appeal is received, the HMO Level II Appeal Committee will request any additional information needed to evaluate your appeal and make a decision about your appeal within 15 days after receiving the required information.

You will be informed in advance that you, or someone representing you, have the right to appear before the Committee either in person, via conference call or some other method. You will also receive a verbal notification of the HMO's decision. A written notification will be sent within five business days of the appeal determination. Your representative (if any), your PCP and any other health care provider involved in the matter will receive the same verbal and written notices.

Urgent Clinical Appeal

After the appeal is received, the HMO Level II Appeal Committee will request any additional information needed to evaluate your appeal and make a decision about your appeal and notify you by phone within 24 hours – or no later than three calendar days – of the initial receipt of the clinical appeal request. You will be informed in advance that you, or someone representing you, have the right to appear before the Committee either in person, via conference call or some other method. You will also receive a verbal notification of the HMO's decision. A written notification will be sent within two business days of the appeal determination. Your representative (if any), your

PCP and any other health care provider involved in the matter will receive the same verbal and written notices.

Non-clinical Appeal

A non-clinical appeal concerns an adverse decision of an inquiry, complaint or action by the HMO, its employees or its independent contractors that has not been resolved to your satisfaction. A non-clinical appeal relates to administrative health care services that include (but are not limited to) membership, access, claim payment, denial of benefits, out-of-area benefits and coordination of benefits with another health carrier.

To begin a Level I appeal, notify Member Services by telephone or in writing that you want to pursue a non-clinical appeal. The HMO will send you a written confirmation within five business days of receiving your request. If your appeal can be resolved with existing information, the HMO will inform you of its decision within 30 business days.

If additional information is needed from either you or your medical group/IPA, the HMO will request that it be provided within five business days. The appeal decision will be made within 30 business days. When the decision cannot be made within 30 business days, due to circumstances beyond the HMO's control, the HMO will inform you in writing of the delay. A decision will be made on or before the 45th business day of receiving the appeal.

If the appeal is denied, you will be notified that your case is being referred to a Level II review. You or a representative has the right to appear in person, via conference call or some other method. After receiving your Level II appeal, the HMO will notify you in writing at least five business days before the Level II Appeals Committee meets. You will receive the Committee's decision in writing within five business days of the meeting and within 30 business days of beginning the Level II appeal process.

ANY ENROLLEE NOT SATISFIED WITH THE PLAN'S RESOLUTION OF ANY CLINICAL APPEAL, APPEAL OR COMPLAINT MAY APPEAL THE FINAL PLAN DECISION TO THE DIVISION OF INSURANCE, CONSUMER SERVICES SECTION, THROUGH ONE OF THE FOLLOWING LOCATIONS:

- 100 West Randolph Street, Suite 15-100
Chicago, IL 60601-3251
- 320 West Washington Street,
Springfield, IL 62767-0001

You may also contact the Division of Insurance by phone or online at:

- (877) 527-9431
- <http://www.idfpr.com>.

IMPORTANT: External review determinations might not be appealable through the Division of Insurance.

Members have the right to request information on, the financial relationships between the HMO and any health care provider; the percentage of copayments, deductibles and total premiums spent on health care; and HMO administrative expenses.

For any additional information concerning this Description of Coverage, call the HMO's toll-free number at (800) 892-2803.

To receive a Description of Coverage specific to your benefits, call (800) 892-2803 or return the enclosed pre-paid card.

In the event of any inconsistency between your Description of Coverage and contract or certificate, the terms of the contract or Certificate shall control.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

BluePrint PPO 100/80**\$500/\$1,000 DEDUCTIBLE - \$0 OPX - \$20 COPAY****NPP71123, NPP71124, NPP71126**Blue Cross Blue Shield
of Illinois**BENEFIT HIGHLIGHTS**

This provides only highlights of the benefit plan(s). After enrollment, members will receive a Certificate that more fully describes the terms of coverage.

Program Basics**PPO Network****PPO**
(in Network)**Non-PPO**
(Out of Network)**Lifetime Benefit Maximum**
Per individual

Unlimited

Individual Deductible

Program deductible does not apply to services that have a copayment.

\$500

\$1,000

Family Deductible

The family deductible maximum is equal to three individual deductibles.

\$1,500

\$3,000

Individual Out-of-Pocket Expense (OPX) Limit

The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year. The following items will not be applied to the out-of-pocket expense limit:

- Deductibles
- Copayments
- Reductions in benefits due to non-compliance with utilization management program requirements
- Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA)
- Services that are asterisked below (*)

\$0

\$1,000

Family Out-of-Pocket Expense (OPX) Limit

\$0

\$3,000

Prescription Drug Card (Retail and Mail Service)

Please refer to the Three Tier Formulary Prescription Drug Card Benefit Highlight Sheet for the covered benefits.

Physician Services**Physician Office Visits**

One copayment per day when you receive services from a Family Practice, Internal Medicine, OB/GYN, or Pediatrician. Surgeries, therapies and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance, including mental health and substance abuse services.

\$20 copay,
then 100%

80% after deductible

One copayment per day when you receive services from a specialist. Surgeries, therapies and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance.

\$40 copay,
then 100%

80% after deductible

Preventive Care

Routine annual physicals, well-baby exams, immunizations, and other preventive health services as determined by the USPSTF.

100%

80% after deductible

Maternity Services

Copayment applies to first prenatal visit (per pregnancy). All other maternity physician covered services are paid the same as Medical / Surgical Services.

\$20 copay,
then 100%

80% after deductible

Medical / Surgical Services

Coverage for surgical procedures, inpatient visits, therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services.

100% after deductible

80% after deductible

Hospital Services**Hospital Admission Deductible**

Per admission, per individual

\$0

\$300

Inpatient Hospital Services

Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.

100% after deductible

80% after deductible

Outpatient Hospital Services

Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, x-ray, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. Routine mammograms performed in an in-network outpatient hospital setting are payable at 100%; no deductible will apply.

100% after deductible

80% after deductible

Outpatient Emergency Care (Accident or Illness)

The copayment applies to both in- and out-of-network emergency room visits. The copayment is waived if the member is admitted to the hospital.

\$150 copay,
then 100%

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BluePrint PPO 100/80**\$500/\$1,000 DEDUCTIBLE - \$0 OPX - \$20 COPAY****NPP71123, NPP71124, NPP71126****Blue Cross Blue Shield
of Illinois****BENEFIT HIGHLIGHTS****Additional Services****PPO Network****PPO
(In-Network)****Non-PPO
(Out-of-Network)****Muscle Manipulation Services***

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.

- * \$1,000 maximum per calendar year

100% after deductible

80% after deductible

Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

100% after deductible

80% after deductible

Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

100% after deductible

80% after deductible

Other Covered Services

- Private duty nursing (Please refer to Certificate for details)
- Ambulance services
- Chiropractic services* - \$1,000 maximum per calendar year
- Medical supplies
- Blood and blood components

100% after deductible

See paragraph below regarding Schedule of Maximum Allowances (SMA)

* Does not apply to any out-of-pocket limit.

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

Optometrists, Orthotic, Prosthetic, Podiatrists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists are covered providers. Please refer to Certificate for details.

Discounts on Eye Exams, Prescription Lenses and Eyewear

Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access® for Members (BAM) at www.bcbsil.com/member and click on the BlueExtras Discount Program link.

Blue Care Connection (BCC)

When members receive covered inpatient hospital services, outpatient mental health and substance abuse services (MHSA), coordinated home care, skilled nursing facility or private duty nursing from a participating provider, the member will be responsible for contacting either the BCC or MHSA preauthorization line, as applicable.

You must call one day prior to any hospital admission and/or certain outpatient MHSA services (see Note below) or within 2 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line.

Note: For plans that manage outpatient MHSA services, preauthorization is effective for Electroconvulsive therapy (ECT), Psychological testing, Neuropsychological testing and intensive outpatient programs (IOP) services on or after January 1, 2012 for IL, OK and NM, and upon your group plan renewal date in 2012 for Texas.

Schedule of Maximum Allowances (SMA)

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). Blue Cross and Blue Shield of Illinois' SMA is the maximum allowable charge for professional services, including but not limited to those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment. *Please refer to your certificate booklet for the definition of Eligible Charge and Maximum Allowance regarding Providers who do not participate in the PPO Network.*

To Locate a Participating Provider: Visit our Web site at www.bcbsil.com/providers and use our Provider Finder® tool.

In addition, benefits for covered individuals who live outside Illinois will meet all extrajurisdictional requirements of those states, if any, according to the group's funding arrangements.

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Three Tier Formulary Prescription Drug Card

\$10/\$40/\$60 COPAY OPTION



Blue Cross Blue Shield
of Illinois

BENEFIT HIGHLIGHTS

Program Basics

Copayment Options (Generic / Preferred / Non-Preferred Brand)

Retail

Copayments are for up to a 34-day supply at a contracting retail pharmacy, including diabetic supplies: blood glucose test strips, diagnostic agents used with urine testing, glucagon.

\$10/\$40/\$60

Mail Service

Maintenance medications are available for up to a 90-day supply and are subject to the appropriate copayment amount, including diabetic supplies: blood glucose test strips, diagnostic agents used with urine testing, glucagon.

\$20/\$80/\$120

Contraceptives

Available at retail and mail service at the appropriate copayment level based on drug classification.

As indicated above

Self-Injectables

Available at retail and mail service at the appropriate copayment level.

As indicated above

Reimbursement for non-contracting pharmacies

Benefits at a non-contracting pharmacy are covered at 75% of the amount that would have been paid at a contracting pharmacy minus the appropriate copayment amount.

Mandatory Specialty Pharmacy Program

Members will be required to obtain covered specialty medications through the Triessent specialty pharmacy program offered by Prime Therapeutics LLC. Members who obtain their covered specialty medication through any contracting pharmacy other than through the Triessent program will be subject to a reduction in benefits.

Prior Authorization and Step Therapy Program Requirements

Your physician may be required to obtain authorization from BCBSIL in order to receive benefits for certain drugs that have a potential for misuse. Examples of these medications include: rheumatoid arthritis, growth hormone, hepatitis C, and anabolic steroids. In the event prior authorization is not obtained, you will be responsible for the first \$1,000 or 50% of the Eligible Charge, whichever is less.

If you are required to receive prior authorization for certain medications under the step therapy program, you need to first try a proven, cost effective medication before progressing to a more costly treatment, if necessary. After a member has a prescription history for a lower-cost alternative medication, coverage will automatically be provided for a more costly medication included in the step therapy program, if the physician and member determine that it is necessary for the member to try a drug included in the program. As an alternative to receiving prior authorization for a drug included in the step therapy program, or paying the entire cost of the drug out-of-pocket, a member along with his/her physician may select another drug, which is not part of the program.

Prescription drugs categories are added to the program and are subject to change periodically. To verify which drugs are included in your prescription drug benefit program, contact the Pharmacy Program customer service number, which is located on the back of your ID card. You can also visit the BCBSIL Web site at www.bcbasil.com and log on to Blue Access® for Members to find additional information.

What is the Blue Cross and Blue Shield of Illinois formulary?

The BCBSIL formulary is a regularly updated list of preferred drugs determined by our Pharmacy and Therapeutic Committee, a national panel comprised of individuals who hold a medical or pharmacy degree who evaluate U.S. Food and Drug Administration (FDA)-approved drugs based on comparative clinical standards, including efficacy, safety, uniqueness and cost-effectiveness. The formulary includes all generic drugs and select group of brand drugs. The BCBSIL formulary is "open," meaning that benefits are payable for drugs that are not on the formulary, but are subject to the highest copayment level.

How can I find out if a drug is on the formulary, and if it is a generic or a brand name drug?

As part of the enrollment literature, members may receive a list of some of the most commonly prescribed formulary drugs. If a particular drug does not appear on the list, members can:

- Refer to the pocket edition of the BCBSIL formulary.
- Visit the BCBSIL Web site at www.bcbasil.com.
- Discuss the most appropriate drug therapy with their physician or pharmacist. Using generic drugs whenever possible will help save money.

How can I find a contracting pharmacy?

Visit our Web site at www.bcbasil.com to find a contracting pharmacy.

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BlueEdge HSA 100/80**\$2,500 DEDUCTIBLE - \$5,000 OPX**

RPSC1807

NPSC1807

BlueCross BlueShield
of Illinois**BENEFIT HIGHLIGHTS***This provides only highlights of the benefit plan(s). After enrollment, members will receive a Certificate that more fully describes the terms of coverage.***PPO Network****Program Basics****PPO**
(In-Network)**Non-PPO**
(Out-of-Network)

Lifetime Benefit Maximum Per individual	Unlimited
Individual Coverage Deductible*	\$2,500
Family Coverage Deductible* Entire deductible must be met.	\$5,000
Individual Coverage Out-of-Pocket Expense (OPX) Limit The maximum amount of money that any individual will have to pay toward covered health care expenses during any one calendar year, including the program deductible. The following items will not be applied to the out-of-pocket expense limit: <ul style="list-style-type: none">• Reductions in benefits due to non-compliance with utilization management program requirements• Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA)	\$5,000
Family Coverage Out-of-Pocket Expense (OPX) Limit The family OPX limit includes the family deductible amount. Please refer to Certificate for details on how the family OPX limit works.	\$10,000
Outpatient Prescription Drugs Please refer to the Outpatient Prescription Drug Benefit Highlights sheet for detailed information.	100% after deductible

Physician Services

Preventive Care Routine annual physicals, well-baby exam, immunizations, and other preventive health services as determined by the USPSTF.	100%	80% after deductible
Maternity Services	100% after deductible	80% after deductible
Medical / Surgical Services	100% after deductible	80% after deductible

Hospital Services

Hospital Admission Deductible Per admission, per individual	\$0	\$300
Inpatient Hospital Services Coverage includes pre-admission testing and services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.	100% after deductible	80% after deductible
Outpatient Hospital Services Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, diagnostic x-rays, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. For routine services such as mammograms, lab tests and x-rays performed in an outpatient hospital setting, see Well Care benefits.	100% after deductible	80% after deductible
Outpatient Emergency Care (Accident or Illness)* Each calendar year, the program deductible must be met before benefits will begin under this policy. The coinsurance applies to both in- and out-of-network emergency room visits.	100% after deductible	

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BlueEdge HSA 100/80**\$2,500 DEDUCTIBLE - \$5,000 OPX****RPSC1807****NPSC1807****BlueCross BlueShield
of Illinois****BENEFIT HIGHLIGHTS****Additional Services****Muscle Manipulation Services***

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.

- \$1,000 maximum per calendar year

Therapy Services - Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

Temporomandibular Joint (TMJ) Dysfunction and Related Disorders**Other Covered Services**

- Private duty nursing (Please refer to Certificate for details.)
- Naprapathic services* - \$1,000 maximum per calendar year
- Blood and blood components
- Ambulance services
- Medical supplies

See paragraph below regarding **Schedule of Maximum Allowances (SMA)**

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

Optometrists, Orthotics, Prosthetics, Podiatrists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists are covered providers. Please refer to Certificate for details.

Discounts on Eye Exams, Prescription Lenses and Eyewear
Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log on to Blue Access® for Members (BAM) at www.bcbi.com/member and click on the BlueExtra Discount Program link.

Blue Care Connection (BCC)

When members receive covered inpatient hospital services, outpatient mental health and substance abuse services (MHSA), coordinated home care, skilled nursing facility or private duty nursing from a participating provider, the member will be responsible for contacting either the BCC or MHSA preauthorization line, as applicable. You must call one day prior to any hospital admission and/or certain outpatient MHSA services (see Note below) or within 2 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line.
Note: For plans that manage outpatient MHSA services, preauthorization is effective for Electroconvulsive Therapy (ECT), Psychological testing, Neuropsychological testing and intensive outpatient programs (IOP) services on or after January 1, 2012 for IL, OK and NM, and upon your group plan renewal date in 2012 for Texas.

***More on Individual Coverage and Family Coverage Deductibles...**

- If a member has individual coverage, each calendar year he/she must satisfy an individual coverage deductible before receiving benefits under this policy. The amount of the individual deductible is indicated above on this benefit highlight sheet. After a member has claims for covered services in a calendar year, which exceed his deductible amount, benefits will begin.
- If a member and his/her dependents have family coverage, each calendar year they must satisfy the family coverage deductible before receiving benefits under this policy. The amount of the family deductible is indicated above on this benefit highlight sheet. Once a member's claims for covered services in a calendar year exceed his deductible amount, benefits will begin. That is, for the remainder of the calendar year, no other family member will be required to meet the deductible before receiving benefits. No one is eligible for benefits under family coverage until the entire family deductible has been satisfied.
- Please note: The deductible amount may be adjusted based on the cost-of-living adjustments determined under the Internal Revenue Code and rounded to the nearest \$50.
- Also note: Should the Federal Government adjust the deductible for high deductible plans as defined by the Internal Revenue Service, the deductible amount in the Certificate will be adjusted accordingly.

Schedule of Maximum Allowances (SMA)

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). Blue Cross and Blue Shield of Illinois' SMA is the maximum allowable charge for professional services, including but not limited to those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment. *Please refer to your certificate booklet for the definition of Eligible Charge and Maximum Allowance regarding Providers who do not participate in the PPO Network.

To Locate a Participating Provider: Visit our Web site at www.bcbi.com/providers and use our Provider Finder® tool.

In addition, benefits for covered individuals who live outside Illinois will meet all the territorial requirements of those states, if any, according to the group's funding arrangements.

PPO Network**PPO
(In Network)****Non-PPO
(Out of Network)**

100% after deductible

80% after deductible

100% after deductible

80% after deductible

100% after deductible

80% after deductible

100% after deductible

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Outpatient Prescription Drug

100% after deductible



Blue Cross BlueShield
of Illinois

BENEFIT HIGHLIGHTS

Covered under Other Covered Services	Benefit
Retail / Mail Service Benefits are for outpatient prescription drugs	100%
Contraceptives	100%
Self-Injectibles	100%
Diabetic Supplies	100%

These benefits are applicable to the medical plan deductible and out-of-pocket expense limitation.

Contracting versus non-contracting pharmacies

When a Blue Cross and Blue Shield of Illinois ID card with the BlueSCRIPT logo is presented to a contracting pharmacy, the member is responsible for 100% of the discounted amount (discounts are based upon BCBSIL negotiated reimbursement arrangements with contracting pharmacies). The contracting pharmacy will file the drug claim electronically with Blue Cross and the member will be reimbursed subject to the medical plan's deductible and out-of-pocket expense (OPX) limit.

At a non-contracting pharmacy, the charge is not discounted leading to higher drug costs, and higher overall health care costs. Non-contracting pharmacies do not file claims with Blue Cross. At non-contracting pharmacies, the member must pay for prescriptions in full and then file a claim for reimbursement.

Remember, using generic drugs whenever possible may help save money. Ask your health care provider if generics are right for you.

How can I find a contracting pharmacy?

Visit our Web site at www.bcbsil.com to find a contracting pharmacy.

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APPENDIX E
LETTER OF UNDERSTANDING BETWEEN WESTCHESTER FIREFIGHTERS SEIU
LOCAL 73, AND THE VILLAGE OF WESTCHESTER COOK COUNTY, IL. RE:
VILLAGE'S POLICY REGARDING DISABILITY

RESOLUTION

BE IT RESOLVED by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, that effective January 1, 1979, the employee disability policy of the Village is hereby established as follows:

BENEFITS: During Employee's first year of Village service, the maximum allowance for disability is one week at full pay.

After Employee has completed one year of Village service, the maximum allowance for period of disability is as follows:

<u>COMPLETED YEARS OF SERVICE</u>	<u>MAXIMUM NUMBER OF WEEKS AT FULL PAY</u>	<u>MAXIMUM NUMBER OF WEEKS AT HALF PAY (AFTER FULL PAY IS EXHAUSTED)</u>
1 year but under 2	2	2
2 years but under 3	3	3
3 years but under 4	4	4
4 years but under 5	5	5
5 years but under 6	6	6
6 years but under 7	7	7
7 years but under 8	8	8
8 years but under 9	9	9
9 years but under 10	10	10
10 years and over	12 plus one week for each year over 10, up to 20 weeks	12 plus one week for each year over 10, up to 20 weeks

REQUIREMENTS:

(1) This allowance provides pay continuation for specified periods only if Employee is disabled by illness or injury.

(2) This allowance period begins only upon notification by Employee to Department Head of his disability as soon as it begins.

(3) All Employees who are disabled for three consecutive days or more shall furnish their Department Head with written evidence from a physician stating:

- a. That they are disabled
- b. Nature of illness or injury
- c. When they will be capable of returning to work.

(4) Employees, for the purposes of these provisions, is one who is assigned a regular weekly work schedule which meets the full job requirements of the Village of Westchester.

(3) Pay during Disability Allowance period shall be at the regular salary rate for salaried employees and for hourly employees shall be for a 40-hour week as established by the Board of Trustees of said Village.

(6) When an Employee has completely exhausted his entire full-pay and half-pay allowance, he may requalify for a new maximum allowance by completing 28 weeks, not necessarily consecutive, of active employment.

(7) When Employee has exhausted his entire full-pay allowance, but not his entire half-pay allowance, he may requalify for a new maximum allowance by completing 52 weeks, not necessarily consecutive, of active employment.

(8) If Employee should qualify for occupational or non-occupational disability benefits under Federal or State Statutes, Rules or Regulations, Employee's disability allowance pay will be reduced by any above benefits received.

EMPLOYEE'S RESPONSIBILITY It is the Employee's responsibility to:

- a. Promptly notify their department head of their disability;
- b. Obtain adequate medical treatment to speed recovery;
- c. Provide satisfactory proof of disability and submit such medical return-to-work clearance as required by the Village.

LOSS OF ELIGIBILITY: If Employee is absent without pay for any reason, he can become eligible for disability benefits only after returning to work.

DISQUALIFICATION: Employee shall be disqualified for disability benefits for any of the following reasons:

- a. Medical Treatment: Failure to take adequate steps to expedite his recovery; refusal to submit to medical examination as may be required by the Village, or refusal to authorize disclosure of information by any physician to the Village pertaining to his condition;
- b. Avoidable Disability: Disability resulting from an unlawful act or the use of alcohol or narcotics or violation of Village regulations;
- c. Other Employment: Disability arising while Employees are engaged in personal activities for profit, or while working for another employer.

The Village expects to indefinitely continue the provisions, as above stated, but must necessarily reserve the right to amend or terminate them at any time.

Appendix F

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

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

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

Scale:

10 = 100%

9 = 90%

8 = 80%

7 = 70%

6 = 60%

5 = 50%

4 = 40%

3 = 30%

2 = 20%

1 = 10%

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

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

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

LEADERSHIP SKILLS

___ Communicates effectively in ways that enhance productivity and build respectful relationships.

___ Actively influencing events, initiating required action, and thinking and acting independently.

___ Maintaining a positive attitude and even temperament despite opposition, difficulties and frustration.

___ Is a constant advocate of the mission of the Westchester Fire Department.

___ Reaches sound decisions and committing oneself to a defined course of action.

ABILITY TO WORK WITH OTHERS / TEAMWORK CAPABILITIES

___ Aware of importance of team collaboration.

___ Seeks constructive approaches to resolving workplace issues.

___ Promotes community building and diversity initiatives that help employees learn and respect each other's differences.

___ Candidate is involved in department programs that enhance the Westchester Fire Department's mission and encourages others to be involved.

___ Candidate consistently aids co-workers in learning and improving their skills.

PERSONAL TRAITS

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

FIREFIGHTER SKILLS, KNOWLEDGE, AND ABILITY

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

PERSONAL INITIATIVE: RELATED TO DEPARTMENTAL GOALS, PROGRAMS AND OBJECTIVES

___ Works with supervisor(s) and co-workers in planning and building an effective team.

___ Is willing to obey instructions of superiors. Follows the chain of command and is willing to accept unpleasant assignments.

___ Is tactful when raising objections to orders. Does not openly object to orders or criticize the department, or superiors in the presence of the public or coworkers.

___ Accepts and implements change to improve the effectiveness of the department.

___ Work time is directed toward the needs of the citizens, coworkers and the department.

Office use only

Total Score _____

Final Score _____

APPENDIX G



Westchester Fire Department



RECORD OF SECONDARY EMPLOYMENT

FIREFIGHTER'S REQUESTING PERMISSION TO OBTAIN PART-TIME SECONDARY EMPLOYMENT

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

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

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

FIREFIGHTER _____ DATE _____

FIREFIGHTER'S SIGNATURE _____

NAME OF EMPLOYER _____

NAME OF SUPERVISOR _____

SUPERVISOR'S PHONE NUMBER _____

ADDRESS OF EMPLOYER _____

CITY, STATE OF EMPLOYER _____

NATURE/DESCRIPTION OF EMPLOYMENT _____

HOURS WORKED PER WEEK _____

IS A FIREARM REQUIRED AS PART OF SECONDARY EMPLOYMENT? YES _____ NO _____
If secondary employment requires a firearm, a letter of indemnification must be completed and a copy of the employer's liability coverage must be submitted to the Fire Chief, PRIOR TO APPROVAL.

FIREFIGHTER'S NOT CURRENTLY HAVING SECONDARY EMPLOYMENT

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

FIREFIGHTER'S SIGNATURE _____

APPROVED / DENIED by _____ DATE _____

cc: Village Manager
Board of Fire & Police Commission

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

APPENDIX H

Shift bidding

Purpose:

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

Definitions:

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

Procedure:

First, captains shall pick which of the three shifts they will work however they see fit together.

Tier 1 is Lieutenants picking which shift to work based on seniority as a lieutenant.

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

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

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

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

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

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

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

	Black Shift	Red Shift	Gold Shift
Captain			
Lieutenant (tier 1)			
Tier 2	1	1	1
	2	2	2
Tier 3	1	1	1
	2	2	2
Tier 4	1	1	1
	2	2	2
Tier 5	1	1	1